PERFORMANCE WORK STATEMENT
FOR

THE INSPECTION, TESTING, CERTIFICATION, AND REPAIR OF ABOVEGROUND AND UNDERGROUND STORAGE TANKS

AT

JOINT BASE MCGUIRE-DIX-LAKEHURST

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PERFORMANCE WORK STATEMENT (PWS)
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1. Description of Services. The contractor shall provide all management, personnel, equipment, materials and tools necessary to inspect, test, certify, and repair to maintain continuous and safe operations for 12 Underground Storage Tanks (USTs) and 7 Aboveground Storage Tanks (ASTs) at Joint Base McGuire-Dix-Lakehurst (JB MDL). Tanks are located on Dix/McGuire areas of the joint base; there are no tanks located on Lakehurst side of the base. The scope of performance includes, but is not limited to inspection, testing, certification, repairs, and environmental protection requirements of the USTs listed in Appendix A and ASTs listed in Appendix B. The contractor shall comply with applicable federal, regional, state and local laws/regulations, manufacturer's requirements, in accordance with (IAW) Unified Facilities Criteria (UFC) 3-460-03, Air Force Instruction (DAFI) 23-204, Air Force Manual (DAFMAN) 32-1067, 40 Code of Federal Regulation (CFR) Part 280, 40 CFR 112, NFPA 30 and 31, IFC 5704, STI SP001, and the Petroleum Equipment Institute (PEI) RP900 & RP600. The contractor shall maintain records of all inspections, testing, and repairs to tanks as required within this PWS and related regulations.

2. USTs Basic Service. The contractor will:
2.1 Act as the central point of contact for compliance inspection, testing and repair for USTs listed in Appendix A.
2.2 Hold and maintain individual and business certification/license by the State of New Jersey for Underground Storage Tank inspection, testing and repair (https://www.nj.gov/dep/exams/ust.htm).
2.3 Ensure environmental compliance per 40 CFR Part 280, PEI RP900, and NJAC 7:14B-Underground Storage Tanks.
2.4 Conduct annual inspections found in 40 CFR Part 280 and PEI RP900.
2.5 Maintain, modify, and/or repair tank deficiencies identified as a result of inspections, testing or other means IAW UFC 3-460-03, 40 CFR Part 280, PEI RP900, and NJAC 7:14B.
2.6 Conduct triennial inspection requirements found in 40 CFR Part 280 and PEI RP900.
2.7 Follow NJAC 7:14B and NJAC 7:1E for discharges of hazardous substances and report all discrepancies and corrective actions to the Contract Officer Representative (COR).

3. ASTs Basic Service. The contractor will:
3.1 Act as the central point of contact for compliance inspection, testing and repair for ASTs listed in Appendix B.
3.2 Ensure environmental compliance per New Jersey Administrative Code (NJAC) 7:1E Discharge of Petroleum and Other Hazardous Substances Rules, PEI RP600, and STI SP001 Standard for the Inspection of Aboveground Storage Tanks.
3.3 Conduct monthly and annual inspections found in PEI RP600 and STI SP001.
3.4 Maintain, modify, and/or repair tank deficiencies identified as a result of inspections, testing, or other means IAW PEI RP600, STI SP001, and NJAC 7:1E.
3.5 Follow NJAC 7:14B and NJAC 7:1E for discharges of hazardous substances and report all

discrepancies and corrective actions to the COR.

4. Emergency Service Calls for ASTs and USTs. If an event requires an emergency service call, the contractor shall arrive within one (1) business day, upon notification by the COR. The contractor shall not be compensated for repeated responses to service calls that are not repaired correctly the first time. While conducting an emergency service call the contractor will be expected to: inspect, troubleshoot, perform diagnostic tests, and calibrations on the designated tank, making any necessary minor repairs or updates, with the intent of restoring the system to full and complete operation. Should the tanks require repairs beyond the $100.00 minor repair threshold, the contractor will be required to follow the listed procedures for Major Repairs as described in paragraph 5.2.

5. Maintenance, Modification, and Repair Services. The contractor shall maintain, modify, and/or repair tank deficiencies identified as a result of inspections, testing or other means IAW UFC 3-460-03, 40 CFR Part 280, STI SP001, PEI RP900 & RP600 and NJAC 7:1E.

5.1 Minor Repairs. The contractor shall repair all tanks at the contractor's expense if the material cost is less than $100.00 per tank as listed in Appendix A and B. The contractor shall absorb the labor expenditure. The contractor will coordinate with the COR prior to any minor repair work. Contractor shall ensure all minor repair work commences within two (2) days and is completed within two (2) days. The contractor shall provide a written report to include but not limited to: mechanical, electrical, control, safety deficiencies found, actual parts replace, part costs, and man hours per repair. The contractor shall provide a repair completion report for all repairs to the COR within 72 hours.

5.2 Major Repairs. For all tank repair(s) above $100.00 in material cost, the contractor shall provide a detailed written repair quote to the COR within twenty-four (24) hours of finding the deficiency, and request authorization to proceed. The contractor shall also provide a detailed written repair quote in response to the COR's request for quote to perform an "in scope of the contract" emergency major repair. The contractor repair quotes shall, at a minimum, include the following: building number/location, tank number, a complete individual breakdown of all part(s)/material(s) to include part numbers, quantity, and cost; complete individual breakdown of all labor to include cost and hours needed to complete the repair(s), a complete individual breakdown of all equipment to include cost; subcontracting quotes, any other applicable price supporting documentation in addition to the projected time the equipment will be out of service. All proposed subcontracting for major repairs shall be in accordance with the requirements in FAR clause 52.244-5 Competition in Subcontracting. Subcontractor(s) shall be broken down by line item to include part numbers, labor, and cost. Repair work above $100.00 to $2,500.00 will be approved by the COR. Repair work above $2,500.00 will be approved by the Contract Officer (CO). The contractor shall be financially compensated for major repair costs only if COR or CO authorization is granted. At no time shall work in excess of $100.00 be completed without COR or CO approval. The contractor shall ensure all major repair work commences within two (2) days of approval. The contractor shall ensure that all repair work is completed within eight (8) days of its commencement; however, the contractor is encouraged to keep equipment downtime to a minimum. The contractor shall provide a repair completion report for all repairs to the COR within 72 hours.

6. Environmental Guidelines and Training. The contractor will:
6.1 Work with the 787 CES/CEIE POL Storage Tank Program manager (currently Craig Fisher email: craig.fisher.6@us.af.mil) to ensure compliance with all current local, (to include installation Spill Prevention Control and countermeasures (SPCC) Plan) state, federal laws, and environmental regulations.
6.2 Handle recoverable, reclaimable, and unusable liquid petroleum products DAFI 23-201 Fuels Management and T.O. 42B-1-23, Management of Recoverable and Waste Liquid Petroleum Products.
6.3 The contractor will not deliver fuel to USTs/ASTs.
6.4 Register and maintain an account in the APIMS and STAR systems through the website https://apims.af.mil/apims within 2 weeks of contract award. Coordinate application with 787 CES/CEIE POL Storage Tank Program manager (currently Craig Fisher email: craig.fisher.6@us.af.mil).

7. Government Network Access Requirements. The contractor will be required to maintain valid state driver licenses. Within 2 weeks of the award, the contractor must obtain a DoD Common Access Card (CAC) for accessing government computers. The contractor shall coordinate with COR to start paperwork to obtain CAC.

8. Reports and Documentation. The contractor shall submit all reports and documentation in electronic form that can be viewed using the Microsoft Office suite of applications. The contractor shall prepare and submit written reports and documentation for the annual and triennial inspections, testing, certification and any repairs, and/or modifications for each tank as listed in Appendix A and B. The reports and/or documentation shall include but not limited to tank type, model, serial number, type of inspection/testing performed, any identified deficiencies, minor repairs completed, actual parts replaced, date of inspection/testing, date of minor repair, name of technician, and overall condition of the tank.

8.1. The contractor shall submit individual tank inspection/testing reports electronically to the COR within five (5) calendar days of completed inspection and testing. Repair and modification estimates/reports will be submitted per paragraph 5.2.

8.2. Submit all other required report(s) and documentation as outlined in this PWS.

8.3. Conduct and document monthly and annual inspections requirements outlined in the Storage Tank Accounting and Reporting (STAR) system through the Air Program Information Management System (APIMS) website: https://apims.af.mil/apims

9. Deliverables. The contractor shall submit all deliverables in electronic form and shall produce reports that can be viewed using the Microsoft Office suite of applications. All deliverables must meet professional standards, and the requirements set forth in contractual documentation. The contractor shall be responsible for delivering all end items specified. Schedule of Deliverables is shown in Appendix C.

10. Services Summary (SS). The contract service requirements are summarized in performance

objectives that relate directly to mission essential items. The performance threshold briefly describes the minimally acceptable levels of service required for each requirement. The SS and the contractor's Quality Control Plan provide information on contract requirements, the expected level of contractor performance and the expected method of government validation and confirmation of services provided. These thresholds are critical to mission success. Procedures set forth in FAR 52.212-4(b), Contract Terms and Conditions - Commercial Items, Inspection/Acceptance, will be used to remedy all deficiencies. During the first initial 30 days of the contract, two additional errors on each work shall be allowed in an effort to identify normal phase-in problems. SS shown in Appendix E.

10.1. Quality Control. The contractor shall submit a written quality control plan to the CO for approval. The contractor shall submit the plan no later than the pre-performance conference. The contractor shall provide a written description of the quality control plan to include identification of key personnel, practices, and procedures to be used to ensure proper execution of this PWS. Include the inspection system requirements of FAR 52.246-4 in this document. The contractor shall develop and implement procedures to identify, prevent, and ensure non-performance and continual repeat of defective service does not occur. The plan shall specifically address the contractor's strategy to provide quality workmanship, continual process improvement and for correcting deficiencies as required. The contractor shall provide the CO or COR with a projected weekly work schedule prior to the future work week.

10.2. Quality Assurance. The government shall inspect and evaluate the contractor's performance to ensure services are received in accordance with requirements set forth in this contract. The CO or COR shall inspect by validating actual work performance, physically checking the attribute of the completed task, checking a management information report, investigating customer complaints, conferring with facility managers, or otherwise inspecting the task or its results to determine whether or not performance meets the standards contained in this PWS. When a performance threshold has not been met or contractor performance has not been accomplished, the COR will initiate and provide the CO with a DD Form 2772, Contract Discrepancy Report (CDR) for issuance to the contractor. The contractor shall respond to the CDR in accordance with instructions provided and return it to the CO within 2 calendar days of receipt.

10.3. Performance Assessment.

10.3.1. Periodic Validations. This method requires the COR to employ a "spot check" style of evaluation. Periodic validations will be conducted on a daily, weekly, monthly, quarterly, semi-annual or annually basis and may be adjusted, based on quality trends. Any unsatisfactory inspection (defect) result shall be recorded, and the contractor shall re-perform the service after notification by the CO or COR within 3 business days. Failing to meet the performance threshold as outlined in the SS for any of these performance objectives in any one month period shall result in a warning or letter of concern from the CO. Failing to meet the performance threshold as outlined in the SS of these performance objectives in any combination for any two or more consecutive or non-consecutive months during a contract period shall constitute an immediate progress meeting with the Multi-Functional Team. All remedies shall be in accordance with the FAR 52.212-4(b), Contract Terms and Conditions - Commercial Items, Inspection/Acceptance.

10.3.2. Periodic Progress Meetings. The CO, Functional Commander, COR, other government

personnel as appropriate, and the contractor meet quarterly to discuss the contractor's performance. The following issues could potentially be discussed:

- Opportunities to improve the contract
- Any modifications required of the contract
- Unsatisfactory inspections and trends against each performance objective observed
- Positive performance
- Steps taken by the Contractor to prevent unsatisfactory occurrences in the future.

The minutes of these meetings will be reduced to writing, signed by the CO and any other signatures as deemed appropriate, distributed to the functional area and the contractor. Shouldthe contractor not concur with the minutes, the contractor shall provide a written notification to the CO identifying areas of non-concurrence for resolution.

11. Government-Provided Property, Services, and Equipment.

11.1 Facilities. N/A

11.2. Equipment. 1 Computer.

11.3. Utilities. All reasonable quantities of utilities will be available to the contractor without charge. The government shall provide the contractor with the following utilities: electricity, water, and connection to the local area network. The contractor shall not change or modify any utility system or component; or connect any contractor property, equipment or system without prior CO review and approval. The contractor shall practice energy conservation in the government-provided facilities.

11.4. Security, Fire and Medical Services. The contractor shall safeguard military information as outlined by JB MDL Commander when present on this base. Contractor personnel will not take photographs of military facilities, equipment, or personnel unless cleared through proper channels. The government will provide police and fire protection. In the event of a medical emergency, base ambulance service for transporting an injured employee to a local hospital is available. The Government will provide police and fire protection. McGuire Security Forces / Dix DOD Police Force can be reached on phone numbers 609-562-6001/2/3. Lakehurst DOD Police Force can be reached by dialing 732-323-4000. Base Fire Departments shall provide initial response and fire protection services to the contractor. The Base Fire Alarm Control Centers can be reached at phone number 911 from a base phone. If dialing 911 from a cell phone, the location must be fully identified to ensure that the proper responder is notified. The 87th Medical Treatment Facility (MTF) may provide urgent health care to any contractor employees or agents for injuries occurring while on duty. Urgent health care is defined as medical care, which is authorized to the extent necessary to save life or limb and prevent undue pain and suffering. Contractor employees will be transferred to a civilian medical facility as soon as they are appropriately stabilized. The cost of such treatment will be paid for, in full, within a reasonable period of time (as determined with/ by the Base Legal Office's assistance), by the contractor or the contractor's employee and will not be borne by the 87th MTF, the United States Air Force or the government. Billing/accounts receivable is processed based on services provided, which is captured on an Air Force Form 552 (Pre-Hospital Evaluation Patient Care Report). Verbiage above is based upon the 87th MTF current practice of account receivable IAW AF 41-120, Medical Resource Operations, and is specific to Joint Base McGuire-Dix-Lakehurst, New Jersey. Should there be any universal language that the Defense Health Agency distributes, it is imperative that

verbiage takes priority to the verbiage currently suggested or in use. *Lakehurst Specific:* Follow-on emergency medical care will be provided to contractor and their employees at Community Medical Center, Toms River. Charges for medical care will be at the contractors' or employees' expense. Emergency Medical Service phone number is 911 from the base phone. If dialing 911 from a cell phone, the location must be fully identified to ensure that the proper responder is notified.

11.5. Physical Security. The contractor shall be held fully accountable for any failure to maintain the physical security of all base restricted areas, secured facilities, or sites that they are responsible for providing services within. The contractor shall be responsible for the safekeeping and inventorying of all government-furnished keys and combinations issued for the performance of services within secured areas. All losses or damage caused by the contractor, or by the contractor's failure or negligence in maintaining proper security of these areas will be paid for by the contractor.

12. General Information.

12.1. Mission. The overall Civil Engineer mission JB MDL is to plan, maintain, operate, and protect the infrastructure, facilities, and environment for assigned airmen, families, and civilian employees. The JB MDL is located on the East coast between Washington, DC and New York City. JB MDL is prone to approximately 20 high visibility Very Important Person (VIP) visits per year.

12.2. Damages to Government Buildings, Equipment or Vegetation. Damages to Government buildings, equipment, or vegetation are addressed in FAR clause 52.237-2 – Protection of Government Buildings, Equipment, and Vegetation.

12.3. Hours of Operation. The contractor shall perform services during normal duty hours which are daylight hours, Mondays through Fridays, excluding federal holidays, unless otherwise required in the contract or approved by the CO. There may be situations that require the contractor to work at times other than normal working hours. When the contractor's work schedule conflicts with an Air Force mission requirement, advise the COR and reschedule the work to minimize disruption.

12.4. Recognized Holidays. The contractor is not required to provide service on federal holidays, except in emergency situations. Federal holidays are as follows:

- New Year's Day - 1 January
- Martin Luther King Day - 3rd Monday in January
- President's Day - 3rd Monday in February
- Memorial Day - last Monday in May
- Juneteenth – 19 June
- Independence Day - 4 July
- Labor Day - 1st Monday in September
- Columbus Day - 2nd Monday in October

- Veteran's Day - 11 November
- Thanksgiving Day - 4th Thursday in November
- Christmas Day - 25 December

If these holidays fall on Saturday, the preceding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a scheduled service day, the Contractor will be responsible for rescheduling services for the first day post the holiday observance.

12.5. Base Closures. Work scheduled but not accomplished because of base closure due to weather, exercises, or actual alert, will be accomplished as soon as possible after reopening the base. In accordance with PWS, this contract is deemed mission essential. In cases of severe weather, the contractor will call 609-754-2273 for Joint Base McGuire-Dix or the JB MDL Facebook page for updated base closure listings.

12.6. Security Requirements. Security and base access requirements are contained in the McGuire AFB Contractor Security Appendix 4 to Annex C to JBMDL JIDP - 23. Contractor employees will be required to obtain and display identification badges. Anticipate delays in getting commercial vehicles on base and allow time for commercial vehicles to reach their destination by driving designated routes at posted speed limits throughout the base. Procedures for commercial vehicle access to the base are subject to change without prior notice.

12.7. Performance of Mission Essential Services during crisis or Heightened Security. These services are deemed mission essential IAW R-DFARS 2025.237-7023 - Continuation of Essential Contractor Services. Due to the nature of these services, the contractor shall submit their Mission Essential Plan 10 days after contract award to the CO.

12.8. Special Qualifications. The contractor shall obtain all employee certifications and licenses required by local, state and Federal agencies that govern the AST and UST tanks. Copies of all certificates, licenses and approvals must be submitted to the COR at least 10 days prior to commencement of performance. New employees hired post contract award that require certification and / or licensing may not begin work until the appropriate documentation has been submitted. The contractor shall provide the name and telephone number of the contractor's on-site contract manager and alternate responsible for all requirements in the PWS. Provide telephone numbers of contractor manager and alternate(s) for after duty hours. The contract manager and alternate(s) must be able to read, write, speak and understand English, or an interpreter must be provided to work alongside the contract manager or alternate(s) at no additional cost to the Government.

12.9. Interfaces. The contractor shall not unduly interfere with regularly scheduled government operational activities in the performance of contract requirements. In the event a government supervisor requests, the contractor shall temporarily cease work in the area and report the instructions, to include name of the government person involved, to the COR immediately by the most expedient means. The contractor shall notify the COR verbally of disputes with customers or other base contractors and follow-up in writing.

12.10. CO and COR (Quality Assurance Personnel). The CO will appoint a primary and alternate representative for management of the day-to-day activities of the contract. The identity, title, and authority of this representative will be provided in writing to the contractor after contact award.

12.11. Work Clearance Requests. The contractor shall obtain an approved Work Clearance Request for all work which involves excavation including minor digging. Digging permits are available at the Service Call Desk located in Building 2404 at McGuire 609-754-2388 and Building 5 at Lakehurst 732-323-2600.

12.12. Schedules. The contractor shall submit a schedule for all services described in the PWS and Appendices to the CO for review at the post-award conference and at each option year. The schedule may be submitted electronically using a file format compatible with Government software programs such as "Microsoft Office" software.

12.13. Schedule Changes. Occurrence-based (non-permanent and no more than once a month) schedule changes due to customer requests or base exercises shall be supported by the contractor. The COR will request the changes to the contractor 2 days before the schedule change takes place at no additional cost to the government.

12.13.1. Changes in Scope of Work. The contractor shall identify pricing for each type of task in the contract schedule. The workload will be based on Appendix A and B for adding or subtracting work.

12.14. Service Contract Reporting (SCR). The contractor shall report all contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract via the government secure data collection site, the System for Award Management (SAM) web site. The contractor is required to completely fill in all required data fields using the following web address: https://www.sam.gov, and report all labor hours required. SAM.gov website provides access to SCR User Guide for support. Reporting inputs will be for the labor executed during the period of performance during the previous Government Fiscal Year (FY), which runs 01 October through 30 September. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October of each calendar year. Contractors may direct questions to the Federal Service Desk www.fsd.gov / U.S. calls: 866-606-8220.

12.15. Uses and Safeguarding of Information. Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor's name and contract number associated with the data.

12.16. Physical Security. The contractor shall be held fully accountable for any failure to maintain the physical security of all base restricted areas, secured facilities or sites within which contractor provides service. The contractor shall be responsible for the safekeeping and inventorying of all government-provided keys, computers, equipment, and combinations issued for the performance of services within secured areas. The contractor shall be responsible for all losses or damage caused by contractor acts or omissions which cause breaches in security in the areas where services are performed. Upon termination or completion of the contract, the contractor shall secure the previously issued keys, computers, equipment and return them to the COR within twenty-four (24) hours.

12.17. Antiterrorism. As a prelude and during performance of any contract, it is critical that the contractor be supportive of all DOD requirements to protect personnel and their families, installations, facilities, information, and other resources from terrorist acts. All contractors and sub-contractors are responsible for providing their personnel information on the (JB MDL) Antiterrorism Program. During performance of work, personnel security and protection of resources is critical for the installation to maintain a safe work environment. Contractor personnel will be alert for any suspicious activity observed by their personnel working on the installation. If any situation appears to be suspicious, immediate actions must be taken to properly notify base Security Forces Squadron Law Enforcement Desk at 609-562-6000/1/2/3 (McGuire/Dix) or 732-323-4000 (Lakehurst). The contractor must ensure that contractor personnel and vehicles are strictly controlled during the daily performance of their duty. For instance, the contractor shall use reasonable efforts to prevent any personnel or equipment from being placed in harm's way or in a position that could aid or abet terrorists. Contractors are encouraged to contact the JB MDL Antiterrorism Office at 609-754-1397 or 609-754-1611 for information regarding the installation Antiterrorism Program.

12.18. Contractor Personnel. The contractor and its employees shall comply with all base regulations at all times and shall conduct themselves in a professional manner. Uniforms, badges, and good behavioral conduct will be mandatory. The contractor shall provide a complete and current employee roster to the COR within ten (10) working days of the contract award. Contractor's employee roster shall identify the primary and alternate site manager or foreman and the Quality Control inspector and, in each case, list their telephone numbers. As required, the contractor shall provide updated copies of their employee roster to the COR. Contractor shall send an Entry Authorization Letter (EAL) to the contract specialist within ten (10) working days of contract award and prior to contract start date. Format for EAL can be obtained from the contract specialist.

12.19. Contractor Employee Uniforms and Identification. All contractor employees shall wear a distinctive company logo on their outer garment at all times. Contractor employees shall be neat and professional in appearance and meet current commercial standards. In addition, contractor's employees shall wear a company-issued identification badge with the company's name, employee's name and employee's photo prominently displayed on their outer clothing. The contractor's employees shall not wear any type of clothing that can be construed as military related clothing.

12.20. Tobacco Policy. The contractor shall ensure that all contractor employees do not use tobacco products within 50 ft. of any base facility, around fuel tanks and generators, and within any clearly marked "No Smoking" areas or within 50 ft. of any flight line aircraft parking areas.

12.21. Safety and Accident Reporting. The contractor shall perform work in a safe manner as required by OSHA Safety and Health Requirements. The contractor shall be responsible for providing services under this contract IAW all base, local, State and federal occupational safety requirements. The contractor shall ensure that all services are conducted safely at all times. The contractor must provide within 10 days of start of contact with a job-specific safety plan for the COR. The contractor shall ensure all contractor employees are issued and properly use all required safety personal protective equipment. The contractor shall use mechanically sound and safe

vehicles and equipment in the performance of services under this contract. Contractors shall take necessary corrective actions if contractor's employees are conducting operations in an unsafe manner. In the event of an accident, the contractor shall contact the base emergency 911 services (see paragraph 11.4) and COR immediately. Additionally, the contractor and contractor's personnel will be knowledgeable of and comply with all other base incident-reporting procedures.

12.22. Safety Plan and Reports. The contractor must provide within 10 days of start of contact a job-specific safety plan to the COR. Provide a verbal report to the CO or COR as soon as possible of each occurrence of damage to Government property or an accident resulting in death, injury, occupational disease, or adverse environmental impact. Provide a completed copy of required Accident Investigation Reports to the CO or COR within five calendar days of each occurrence.

12.23. Hiring Government Personnel. The contractor is restricted from hiring the COR, inspectors, monitors or any other government employees whose employment could result in conflict of interests in accordance with DOD 5500.7R.

12.24. Security Requirements / Vehicles and Passes. All contractor or contractor employees' vehicles used for the performance of this contract shall comply with all local, State and federal regulations. In addition, all vehicles described above must be registered through the Security Force Squadron, Pass and Registration and will comply with JB MDL directives. After award of contract, the contractor shall request through the COR and Security Forces base passes and identification badges for their employees and work vehicles in accordance with the attached McGuire AFB contractor Security Appendix 4 to Annex C to JB MDL JIDP – April 26 Reference Appendix D.

13. Environmental Compliance. The contractor is required to comply with all applicable State and Federal laws, State and Federal regulations, and Air Force instructions in effect at the time of performance of this contract. The laws and regulations include but are not limited to: environmental and occupational safety and health. The contractor shall be responsible for compliance with construction and operating permits, and also responsible for penalties, fines, or natural resource damage claims that may be required or assessed by the State of New Jersey, Federal or Local Governments resulting from contractor performance, or failure to perform, during the course of this contract. The Government will inspect environmental compliance at their discretion and will notify the CO of any discrepancies found. In addition, the contractor may be subject to contractual sanctions including, but not limited to withholding, offset, termination, suspension, and debarment and adverse past performance assessment. Contact numbers for McGuire Environmental 609-754-6166 or Lakehurst Environmental 732-323-7800.

13.1. Solid Waste. The contractor is responsible for the proper handling, disposal and costs of solid and hazardous waste and hazardous materials generated by or utilized during the course of its activities. Proper handling also includes recycling and material recovery. The terms solid and hazardous waste, and hazardous materials, include, but are not limited to, those defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, the New Jersey Water Pollution Control Act and the regulations promulgated pursuant to those Acts. The contractor shall also be responsible for any enforcement action that may be taken by the State

of New Jersey, other State or the Federal Government related to handling, transportation and the proper disposal of solid and hazardous waste and hazardous materials. If notification, certifications, documentation, manifests, permits or any other written materials are required by law to be obtained, prepared and / or submitted, the contractor shall prepare same and provide a written copy to the COR, and a copy to the Environmental Flight (787 CES/CEIE) within the timeframes set forth in the law and regulations governing the action. Hazardous waste manifests must be signed by the Environmental Flight McGuire areas 609-754-6166 and 732-323-7800 Building 5 for Lakehurst. JB MDL is not responsible for any hazardous materials brought on base by the contractor that may become hazardous waste during the course of performance. Contractors shall remove those materials from the base at their own expense and risk.

13.2. Source Separation of Solid Waste: The contractor shall adhere to all base level recycling programs to include disposal of yard / tree waste in specified dumpster collection stations or at the recycling collection center on base. Wastes shall be placed in enclosed metal containers that are emptied on a regular schedule. Solid waste shall be separated and placed in individual containers in a manner that facilitates recycling of various categories of waste. Contractor is responsible for the handling and associated costs of disposal for all solid waste generated. Cardboard and all types of metal shall be separated and recycled. Cardboard and metals shall be delivered to the McGuire AFB Recycling Center, building 2321 or building 668 at Lakehurst. The CO or COR shall identify the specific dumpsters for yard/tree waste.

13.3. Recycling: Concrete and asphalt shall be recycled where practicable. Contractor shall deliver these recyclables to a permitted/authorized facility and report all quantities of materials recycled to the COR and to Environmental Flight (787 CES/CEIE). All other waste shall be disposed of in accordance with paragraph 4.28.

13.4. Hazardous Material Handling: Any hazardous material or chemical to be used or stored by the contractor must be approved, in writing, by the COR prior to the contractor bringing it on the Base. The contractor must utilize an AF Form 3000, Material Approval Submittal, listing each container of hazardous material stored, kept, or utilized, to include Safety Data Sheets (SDS). Including Material Approvals Submittal List SDS sheets must also be displayed on-site for access by contractor employees as well as the Government, per OSHA requirements. Materials will be used for intended purposes and will be stored and utilized in accordance with industry standards. The contractor will submit SDS on all materials to be used fifteen (15) days prior use for approval by the COR.

13.5. Hazardous Materials Inventory. The contractor shall maintain an up-to-date hazardous material inventory with copies of SDS(s) for all materials used on the job site. The contractor shall maintain a complete copy of all approved SDS and AF Form 3000s.

13.6. Hazardous Materials Management. The contractor shall remove all hazardous materials by the end of each workday. The contractor shall not conduct process treatments (e.g. paint thinner solvent recycling) on base.

13.7. Final Report. The contractor shall submit a final inventory, not later than ten working days

following termination/completion of this contract, of all hazardous materials used since the last hazardous usage report to the COR. The final inventory will list all hazardous materials used, total amount of each used, and a description of the disposition of any remaining hazardous material.

13.8. Clean Air Act Permits: If applicable, JB MDL is responsible for obtaining and renewing all air permits for all stationary sources on Base that are owned by the Government and for mobile sources such as Government vehicles. Permits are required for boilers 1 MMBtu/Hr. and larger, generators 100KW or larger and tanks containing fuel or anything other than air distillates greater than 10,000 gallons. The contractor shall provide written notification to the COR and 787 CES/CEIE office sixty (60) days prior to bringing any equipment of this threshold size on base. It is the contractor's responsibility to obtain air permits for all contractor-owned and installed air pollution sources. The contractor is responsible for compliance with the Government's air permits and shall maintain all documentation and record keeping required to support those permits in a format acceptable to and approved by the COR. The documentation must be prepared and maintained by the contractor and ready for on-site inspection by environmental regulators.

13.9. Land Use: Development, including building of docks, piers, bulkheads, bridges, pipelines, cables and filling, dredging or removing of sand or other materials near or on navigable waterways requires a permit. Activities that occur within 150 feet of a wetland may require a permit. JB MDL is responsible for selecting and securing the appropriate approvals, unless the contractor is directed, in writing, to make permit determinations and acquire permits under this contract.

13.10. Waters and Water Supply: It is not permissible to discharge any materials to the navigable waters of the United States without a permit. Accordingly, discharges to or in areas that may reasonably reach or impact wetland areas and all other watercourses, including ditches, is prohibited without a permit. All discharges to storm drain, including but not limited to, soils and sediments contained in water runoff or dewatering operations, are prohibited. If applicable, an appropriate soil erosion control plan shall be developed and utilized by the contractor for construction projects to ensure that discharges do not occur. Contractor shall comply with JB MDL area specifically Storm Water Pollution Prevention Plan, a copy of which is available in 787 CES/CEIE, in building 2403 or building 5 for Lakehurst.

13.11. Notification of Environmental Spills: In the event that the contractor spills or releases any unpermitted substance, hazardous substance or hazardous waste into the environment, the contractor shall immediately report the incident to the Fire Department, the COR, and the designated Government representative. The contractor shall be liable for the costs of clean-up and remediation of any spills or the release of such substance into the environment.

13.12. Permits, Licenses and Certifications. Unless otherwise specified in this contract, contractor employees shall obtain all necessary permits, licenses, and certifications; give all required notices; and comply with applicable Federal, State, County, and Local laws, codes, and regulations in performance of the requirements of this contract. The contractor shall maintain all records of such requirements and make the documentation available to the government for review.

1**4. Mission Essential Services**. These services are deemed mission essential IAW DFARS 252.237 7023 — Continuation of Essential Contractor Services. Due to the nature of these services, a plan must be submitted to the contracting office within 10 days of contract award. In the case of an emergency, natural disaster, government shutdown, or other specified time of need, the contracting officer will provide a notice to continue services to the contractor in a timely manner. Services to continue during this time include: all services determined by the COR and/or CO within the PWS scope, during the allotted time specified by the CO in the received

END OF STATEMENT OF WORK

3. Appendices

APPENDIX A – UNDERGROUND STORAGE TANKS WORKLOAD

UNDERGROUND STORAGE TANKS (USTs)							
ITEM NUMBER	**BLDG./TANK NUMBER**	**TANK LOCATION**	**CONTENTS**	**CAPACITY**	**Construction Type**	**Construction Material**	**Install Date**
1	1838 (E281)	POL (Flightline)	Heating Oil	4,000 gallons	Shop Fabricated	Double Wall Fiberglass-coated steel	1/1/1996
2	2249 (E069)	Flightline Gas Station	Jet Fuel	6,000 gallons	Shop Fabricated	Double Wall Fiberglass	3/1/1991
3	2249 (E242)	Flightline Gas Station	Medium Diesel Fuel	6,000 gallons	Shop Fabricated	Double Wall Fiberglass	6/16/1995
4	2249 (E243)	Flightline Gas Station	Medium Diesel Fuel	6,000 gallons	Shop Fabricated	Double Wall Fiberglass	6/16/1995
5	2841 (E288)	McGuire Shoppette	Unleaded Gasoline	15,000 gallons	Shop Fabricated	Double Wall Fiberglass	1/1/2007
6	2841 (E289)	McGuire Shoppette	Unleaded Gasoline	12,000 gallons	Shop Fabricated	Double Wall Fiberglass	1/1/2007
7	5360 (E83)	Fort Dix Shoppette	Unleaded Gasoline	10,000 gallons	Shop Fabricated	Double Wall Fiberglass	1/1/1987
8	5360 (E84)	Fort Dix Shoppette	Unleaded Gasoline	10,000 gallons	Shop Fabricated	Double Wall Fiberglass	1/1/1987
9	5360 (E85)	Fort Dix Shoppette	Unleaded Gasoline	10,000 gallons	Shop Fabricated	Double Wall Fiberglass	1/1/1987
10	5360 (E86)	Fort Dix Shoppette	Unleaded Gasoline	10,000 gallons	Shop Fabricated	Double Wall Fiberglass	1/1/1987
11	5360 (E87)	Fort Dix Shoppette	Unleaded Gasoline	10,000 gallons	Shop Fabricated	Double Wall Fiberglass	1/1/1987
12	5360 (E88)	Fort Dix Shoppette	Medium Diesel Fuel	10,000 gallons	Shop Fabricated	Double Wall Fiberglass	1/1/1987

APPENDIX B – ABOVEGROUND STORAGE TANKS WORKLOAD

ABOVEGROUND STORAGE TANKS (ASTs)								
ITEM NUMBER	**BLDG/TANK NUMBER**	**TANK LOCATION**	**CONTENTS**	**CAPACITY**	**Construction Type**	**Construction Material**	**Corrosion Control**	**Install Date**
1	2253	AGE (flightline)	Used Oil	3,400 gallons	Shop Fabricated	Steel	Paint	Jun-89
2	2310-01	Haz Waste	Used Oil	2,200 gallons	Shop Fabricated	Steel	Paint	Jul-89
3	2312	Haz Waste	Off spc jet fuel	10,000 gallons	Shop Fabricated	Steel	Paint	Jun-02
4	2415-02	Auto Hobby Shop	Used Oil	2,200 gallons	Shop Fabricated	Steel	Paint	Jul-89
5	4403	Marine Hangar	Diesel (Generator)	2,700 gallons	Shop Fabricated	Steel	Paint	Mar-10
6	3001-02	LRS Veh. Maint.	Used Oil	2,200 gallons	Shop Fabricated	Steel	Paint	Jul-89
7	1750-01	LRS Veh. Maint.	Used Oil	2,200 gallons	Shop Fabricated	Steel	Paint	Jul-89

APPENDIX C – DELIVERALBE REQUIREMENTS

ITEM	DESCRIPTION	FORMAT	FREQUENCY
1	Level 1 Trng Class	craig.fisher.6@us.af.mil	30 Days from contract award
2	Register APIMS and STAR	https://apims.af.mil/apims	2 weeks of contract award
3	Acquire Common Access Card	Card	2 weeks from contract award
4	Quality Control Plan	Microsoft Office	Prior to start of contract
5	License Certificate copies	as required by law	10 days of contract award
6	Service Contract Report	https://www.sam.gov	by 31th October of each calendar year
7	Employee Roster	Microsoft Office	10 days of contract award
5	Entry Authorization Letter	per Contract Specialist	10 days of contract award
6	Job-specific Safety Plan	Microsoft Office	10 days of contract award
7	Damage and Injury Reports	as required by law	Within five (5) days of incident

APPENDIX D - 87th SECURITY FORCES SQUADRON APPENDIX TO ALL PERFORMANCE WORK STATEMENTS FOR JOINT BASE MCGUIRE-DIX-LAKEHURST

After award of contract, the contractor shall request through the COR, CO and Security Forces to be issued base passes and identification badges for their employees and work vehicles in accordance with the attached McGuire AFB contractor Security Appendix 4 to Annex C to JB MDL JIDP – a April 26

APPENDIX E – SERVICE DELIVERY SUMMARY

Performance Objective (PO)	PWS Para	Performance Threshold	Method of Surveillance
PO-1 - UST Basic Service	2. inclusive	Excellent: 0 defects	Customer Complaint; Periodic Validation
		Satisfactory : 1 defects	
		Unsatisfactory: More than 1 defects	
PO-2 - AST Basic Service	3. inclusive	Excellent: 0 defects	Customer Complaint; Periodic Validation
		Very Good: 1 defect	
		Satisfactory : 2 defects	
		Marginal: 3 defects	
		Unsatisfactory: More than 3 defects	
PO-3 – Emergency Service Calls	4. inclusive	Excellent: 0 defects	Customer Complaint; Periodic Validation
		Very Good: 1 defect	
		Satisfactory : 2 defects	
		Marginal: 3 defects	
		Unsatisfactory: More than 3 defects	
PO-4 – Repairs	5. inclusive	Excellent: 0 defects	Customer Complaint; Periodic Validation
		Satisfactory : 1 defects	
		Unsatisfactory: More than 1 defects	
PO-5 – Reports and Documentation	8. inclusive	Excellent: 0 defects	100% Inspection;
		Very Good: 1 defect	
		Satisfactory : 2 defects	
		Marginal: 3 defects	
		Unsatisfactory: More than 3 defects	
PO-6 – Conduct and document monthly and annual inspections within STAR	8.3. inclusive	Excellent: 0 defects	100% Inspection;
		Very Good: 1 defect	
		Satisfactory : 2 defects	
		Marginal: 3 defects	
		Unsatisfactory: More than 3 defects	
PO-7 – Maintain account within APIMS and STAR	6.4 inclusive	Excellent: 0 defects	Customer Complaint; Periodic Validation
		Unsatisfactory: 1 or more defects	