

**STATEMENT OF WORK (SOW)
FOR
PROPANE DELIVERY SERVICES
TO USCG TRAINING CENTER PETALUMA, CALIFORNIA**

1.0 GENERAL

1.1 BACKGROUND

U.S. Coast Guard (USCG) Training Center (TRACEN) Petaluma located at 599 Tomales Road Petaluma, CA 94952-4154, has a requirement to obtain delivery services of Liquid Propane Gas (LPG) as needed to various locations throughout USCG Training Center Petaluma. The contract Type is a Firm-Fixed Price contract. This acquisition is **100% Small Business set aside restricted** as to business size.

1.2 SCOPE

The scope of this contract is to provide a continuous uninterrupted supply of LPG to On-Post facilities identified by the Government Representative. LPG will be delivered via tank truck. The Propane tanks will not be "exchanged." LPG tanks will be left in place and filled. The TRACEN Petaluma facility consists of 11 government owned LPG tanks located at various locations. The number of LPG gallons will fluctuate based on usage and weather conditions. Estimate number of LPG gallons usage in a three-month period vary from 20,000 to 35,000 LPG gallons per month.

1.3 OBJECTIVE

The service provider shall provide all labor, equipment, materials, vehicles, and appliances necessary to perform all operations in connection with supplying LPG to eleven (11) Government-owned tanks at various locations throughout U.S. Coast Guard (USCG) Training Center (TRACEN) Petaluma located at 599 Tomales Road, Petaluma, CA 94952-4154.

TANK SIZES: Tank sizes range from 105 - 18,000 Gallons. See Technical Exhibit 1 for tank inventory.

TANK INVENTORY: Technical Exhibit 1 contains a current list of LPG tanks: location (building number), number of tanks at the location, tank size. This list is current, all-inclusive, and is provided for informational purposes only. All tanks are government owned. The Government estimates that it may need 110,000 LPG gallons through the end of the delivery period.

1.4 APPLICABLE DOCUMENTS

1.4.1 Compliance Documents

The contractor shall provide all labor, equipment, materials, services, supervision as necessary. The contractor shall meet and comply with the baseline general requirements for the management, maintenance, and handling of equipment and equipment services.

2.0 SPECIFIC REQUIREMENTS/TASKS

The contractor shall deliver LPG within **FOUR** business days after receipt of LPG delivery notification made by the USCG TRACEN PETALUMA Government Representative Mrs. Amanda Distasio or Contracting Officer (KO). Normal working hours are 7:30 AM through 3:30 PM PST Monday through Friday, excluding Government holidays. The Contractor will be allowed to make propane deliveries between the hours of 7:30 AM through 3:30 PM PST. Urgent or emergency propane deliveries may be made at any hour when requested or approved by the TRACEN PETALUMA Government Representative Mrs. Amanda Distasio or Contracting Officer (KO) John Caicedo, CWO4.

Period of Performance: 03/24/2023 - 06/30/2023

Delivery of LPG IAW Statement of work.

Not to Exceed Funded Ceiling Price \$250,000.00

Price per LPG Gallon: \$

Technical Exhibit 1

Building Number	Tank	Max Capacity - LPG
	P-28 Colorado/Wisconsin	18,000 gallons
	P-26 Dispensary	14,500 gallons
	P-27A Motor pool	14,500 gallons
	P-27B Motor pool	14,500 gallons
101	P-1 Security	101 – 500 gallons
813	P-4 Teen Center	813 – 500 gallons
500	P-22 Calhoun	500 – 1,200 gallons
500	P-22 Calhoun	500 – 1,200 gallons
105	P-25 Range	105 – 1,000 gallons
170	P-29 Motor pool	170 – 500 gallons
170	Life Station	170 – 500 gallons

SPECIFIC TASK

PERMIT, TAXES, LICENSES, ORDINANCES AND REGULATIONS. The Contractor shall, at the Contractor's expense, obtain all necessary permits, give all notices, pay all license fees and applicable taxes, and comply with municipal, state, federal laws, ordinances, rules, and regulations applicable to the services under this contract. Contractor shall provide the Government Representative with evidence of permits, taxes, licenses, ordinances, and regulations within thirty (30) days of contract award.

ENVIRONMENTAL REGULATION: The Contractor shall comply with all Federal, State, and local environmental laws and regulations. In case of a conflict among these laws and regulations, the most stringent law or regulation shall apply. If, as a result, of Contractor noncompliance with any applicable environmental law or requirement, the government incurs any cost, (e.g., the cost of cleaning up a hazardous waste spill); the Contractor shall indemnify the government and provide reimbursement for these costs. If a federal, state, or regulatory agency assesses any fine, penalty, or fee against the government that is attributable to Contractor

noncompliance with any environmental law or requirement, the Contractor shall indemnify the Government for the amount of the fine and other government costs attributable to the violation. In the event of Contractor noncompliance with any applicable environmental law or regulation, the Contracting Officer will determine whether the Government or the Contractor is responsible for abating or correcting the violation. This provision is not intended in any way to waive the government's rights under any other provision of the contract. For concerns or questions contact the Government Representative.

Contractors are responsible for disposal of refuse generated in the performance of their duties. Contractor must adhere to Occupational Safety and Health Administration (OSHA) safety regulations and precautions, while working inside and/or outside of the installation space. Wear appropriate safety PPE equipment as required. Seal all openings and penetrations created during the installation to meet or exceed applicable local fire code regulations. The contractor shall understand that this task will not be considered as fulfilled until every aspect of this SOW is completed and determined to be in compliance and acceptable by the Government Technical Representative. The contractor shall repair or replace any items they have damaged or destroyed during the performance of this task.

DELIVERY LIMITS: The Contractor shall **NOT** make any deliveries that would exceed the funded amount on current delivery order. If the funded amount on the outstanding, properly issued delivery orders are not sufficient to satisfy the Contractor's delivery requirements, the Contractor shall immediately notify the KO and Government Representative.

METER TICKETS AND BILLING. The meter tickets will contain at a minimum the following information: delivery date, building number, amount of gallons delivered, and the truck number. Legible meter tickets must be available and provided to the Government representative within **24 hours of delivery**.

Invoices, detailed summaries, and bills submitted to the Government will contain at a minimum the following information: delivery date, building number, amount of gallons delivered, and cost. **Invoices or detailed summary must be e-mailed to the KO John Caicedo email John.H.Caicedo@uscg.mil and the Government Representative Mrs. Amanda Distasio email amanda.l.distasio2@uscg.mil within 24 hours of delivery for tracking purposes.**

VEHICLE MARKINGS: In order to clearly identify Contractor vehicles, the company name must be displayed on each vehicle in a manner and size that is clearly visible. All vehicles must display a valid state license plate. All vehicles and personnel are subject to search and seizure of contraband and/or unauthorized Government property. Contractor vehicles (Contractor-owned and personal), Contractor employees, and their personal property shall be subject to searches upon entering or leaving the Installation.

SERIOUS ACCIDENT AND INCIDENT REPORTING: The Contractor (to include sub-contractors) shall report all accidents and incidents, including occupational illnesses and injuries, encountered while performing work under this contract. Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease. Any emergency medical care shall be provided at the Contractor's expense. All accidents

resulting in death, trauma, or occupational disease must be reported immediately to the Government Representative. Charges for medical care will be at the prevailing rate and at the Contractor's expense.

INSURANCE: Prior to commencing work under this contract, the Contractor will furnish the KO a CERTIFICATE OF INSURANCE as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

(1) The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

- a. Worker's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.
- b. Comprehensive General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate. c. Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.
- d. Employer's Liability coverage: \$100,000.00, except in states where worker's compensation may not be written by private carriers.
- e. Other as required by State Law.

(2) The Certificate of Insurance shall provide for at least 10 days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage and Reference the Contract Number.

3.0 CONTRACTOR PERSONNEL

It is the responsibility of the contractor to propose qualified contractor personnel to perform all requirements specified in the SOW.

3.1 QUALIFIED PERSONNEL

The Contractor must provide qualified personnel to perform all requirements specified in this SOW.

3.2 CONTINUITY OF SUPPORT

The Contractor must ensure that the contractually required level of support for this requirement is always maintained. The Contractor must ensure that all contract support personnel are present for all hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor must provide e-mail notification to Government Technical Representative prior to employee absence. Otherwise, the Contractor must provide a fully qualified replacement.

3.3 KEY PERSONNEL

3.3.1 PROJECT MANAGER

The Contractor must provide a Project Manager who must be responsible for all Contractor work performed under this SOW. The Project Manager must be a single point of contact for the Contracting Officer and the Government Technical Representative. The name of the Project Manager, and the name(s) of any alternate(s) who must act for the Contractor in the absence of

the Project Manager, must be provided to the Government as part of the Contractor's proposal. The Project Manager is further designated as *Key* by the Government. During any absence of the Project Manager, only one alternate must have full authority to act for the Contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates must be able to read, write, speak, and understand English. Additionally, the Contractor must not replace the Project Manager without prior approval from the Contracting Officer.

3.4.1 The Project Manager must be available to the Government Technical Representative via telephone between the hours of 0730 and 3:30 PST, Monday through Friday, and must respond to a request for discussion or resolution of technical problems within 24 hours of notification.

3.5 EMPLOYEE IDENTIFICATION

3.5.1 Contractor employees visiting Government facilities must wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, and badge expiration date. Visiting Contractor employees must comply with all Government escort rules and requirements. All Contractor employees must identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

3.5.2 Contractor employees working on-site at Government facilities must wear a government issued identification badge. All Contractor employees must identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

3.6 EMPLOYEE CONDUCT

Contractor's employees must comply with all applicable Government regulations, policies, and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor must ensure Contractor employees always present a professional appearance and that their conduct must not reflect discredit on the United States or the Department of Homeland Security. The Project Manager must ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

3.7 REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS

The Government may, at its sole discretion, direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

4.0 OTHER APPLICABLE CONDITIONS

4.1 SECURITY

Contractor access to classified information is not currently required under this SOW

4.2 PERIOD OF PERFORMANCE

Period of Performance: 03/24/2023 - 06/30/2023

4.3 PLACE OF PERFORMANCE

U.S. Coast Guard (USCG) Training Center (TRACEN) Petaluma located at 599 Tomales Road, Petaluma, CA 94952-4154,

4.4 HOURS OF OPERATION

Contractor employees must generally perform all work between the hours of 7:30 AM through 3:30 PM PST, Monday through Friday (except Federal holidays). However, there may be occasions when Contractor employees must be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this SOW. Urgent or emergency propane deliveries may be made at any hour when requested or approved by the KO John Caicedo, CWO4 TRACEN PETALUMA Government Representative Mrs. Amanda Distasio.

4.5 TRAVEL

Contractor travel must not be required for this requirement.

4.6 GENERAL REPORT REQUIREMENTS

The Contractor must provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Microsoft Office Applications).

5.0 GOVERNMENT FURNISHED RESOURCES

The Government will provide all necessary information, data, and documents to the Contractor for work required under this contract.

6.0 CONTRACTOR FURNISHED PROPERTY

The Contractor must furnish all facilities, materials, equipment, and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in SOW 2.0 and SOW 5.0.

7.0 GOVERNMENT ACCEPTANCE PERIOD

The Government Representative will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the Government Representative will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

7.1 The Government Representative will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the

Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the Government Representative of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

7.2 The Government Representative will have two business days to review deliverables and make comments. The Contractor must have two business days to make corrections and redeliver.

7.3 All other review times and schedules for deliverables must be agreed upon by the parties based on the final approved Project Plan. The Contractor must be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor must work with personnel reviewing the deliverables to assure that the established schedule is maintained.