PERFORMANCE WORK STATEMENT (PWS)

REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

USCG BASE CAPE COD, MASSACHUSETTS

USCG HOUSING HARWICH, MASSACHUSETTS

1.0 INTRODUCTION

The Contractor shall provide all labor, transportation, supervision, materials, and equipment necessary to collect and dispose of solid waste as specified herein. The services shall be performed at the U.S. Coast Guard (USCG) Base Cape Cod (BCC), Buzzards Bay, Massachusetts (MA) 02542 and USCG owned houses in Harwich, MA 02645.

2.0 BACKGROUND

BCC campus is 3,500 acres consisting of one hundred forty-four (144) single and multifamily housing units, one hundred (100) homes are occupied and require service. BCC has thirty-nine (39) buildings. BCC also manages seven (7) single family homes located on Driftwood Circle in Harwich, MA. All solid waste collected in the performance of this contract shall be disposed of at a certified off-site commercial facility, which complies with all applicable federal and state statutes and regulations. No additional off-site transfer or disposal costs will be incurred by the USCG.

3.0 DEFINITIONS

Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this PWS and associated document attachments.

Where "as directed", "as required", "as permitted", "approval", "acceptance", or words of similar import are used, it shall be understood that direction, requirement, permission, approval or acceptance of the Contracting Officer's Representative (COR) is intended unless stated otherwise.

Applicable Law – All laws, regulations, rules, orders, judgements, degrees, permits, approval, or other requirement of any governmental agency having the organic materials that are enforced on the effective date and as they may be enacted, issued or amended during the term of this agreement.

Ashes – The residue from burned wood, coal, and other combustible materials.

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Bulk Items – Discarded appliances, furniture, tires, carpets, mattresses, and similar large items, which require special collection due to their size, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Includes such items as furniture, TV sets, mattresses, scrap material, rugs, and otherwise non-recyclable material. It does not include abandoned vehicles or heavy machinery.

Collection – Accumulated refuse from any one pickup station at any one time, regardless of the number of refuse containers or other boxes, bundles or bags, etc.

Collection Station – Designated points where solid wastes will be placed for collection by the Contractor; may also be referred to as "collection point", "pick-up stations", or "collection site".

Commingled – Mixture of aluminum, glass, tin, bimetal, and plastic recyclables as defined in this section, which are placed in a common collection container.

Container – Refers to refuse container and/or recyclable container, cans, drums, bins, dumpsters, or similar receptable which can be handled easily and multiple containers, which can be handled by mechanical truck mounted hoists.

Contractor – The term "Contractor" as used herein refers to both the prime contractor and any subcontractors. The prime contractor shall ensure that subcontractors comply with the provisions of this contract.

Construction Materials – Nonrecyclable, and non-hazardous waste associated with construction work.

Contracting Officer's Representative (COR) – The individual designated by the Contracting Officer to monitor the Contractor's performance and to ensure all technical requirements are met.

Delivery -Placement of solid waste, recyclable materials, or organic materials by a generator in a receptacle and/or at a location that is designated.

Disposal – The process of spreading and covering in approved landfill or processing of waste and recyclables in such a manner to reclaim, reuse, or compost.

Disposal Facility – Locations authorized or defined by Federal, State, or Local Governments to receive and dispose of refuse.

Generator – Any person whose act or process produces solid waste, recyclable materials or waste organic materials.

Hazardous Materials – Any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors. E.G. pesticides, petroleum, oils, and lubricants, solvents, mercury, and batteries.

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Hazardous Waste – A hazardous waste is a waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment as defined by 40 CFR 261.3.

Industrial Waste – Wood scraps, broken furniture, refuse, garbage, debris, all types of non-hazardous by products from production or maintenance operations.

Leaves and Grass Clippings – Clean, uncontaminated, leaves and/or grass clippings free of wood, sticks, trash, and garbage.

Metal – All types of metal and aluminum that can be recycled to include large scraps.

Mixed Paper – All uncontaminated paper material including newspaper, corrugated cardboard, lightweight cardboard, junk mail, magazines, office paper, computer paper, and shredded paper. Not included is waxed paper, wax coated cardboard, plastic coated paper, or cardboard boxes contaminated with any residual food material.

Recyclable Material/Recyclables – Materials used for their original intended purpose that still have useful physical chemical properties after service and can be transformed into new products or other purposes. Includes any of the following listed items or combination of the following.

- Corrugated cardboard
- Glass
- Tin or aluminum
- Plastic 1 through 7
- Pape, magazines, new papers, paper bags, chipboard, etc.

The items deemed to be recyclable may be expanded during the term of this contract.

Refuse – Includes all garbage, trash, recyclable material, ashes, debris, and other similar waste material. NOT included: explosive or incendiary waste, hazardous waste, and contaminated waste from medical and radiological processes. Normal refuse shall not include rocks, earth, construction waste, large or heavy metal objects, large appliances, automobile body parts, explosives, chemicals, concrete, regulated waste, regulated garbage (wet, foreign), other refuse of weights exceeding 80 pounds per object. Materials considered RECYCLABLE are not included.

Residential – Includes all the single family or multiple family dwellings located on BCC and in the town of Harwich, managed by BCC.

Scrap Metal – All bulk ferrous and non-ferrous metals, including iron, steel, aluminum, bronze, and brass. Metal must be free of other material, and all components must be broken down.

Single Stream Recycling – Also known as “fully commingled” or “single-sort” recycling; refers to a system in which all paper fibers, plastics, metals, and other containers are mixed in a

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collection truck, instead of being sorted by the depositor into separate commodities (newspaper, paperboard, corrugated fiber board, plastic, glass, etc.) and handled separately throughout the collection process. In single stream, both the collection processing system are designed to handle this fully commingled mixture of recyclables, with materials being separated for reuse at a materials recovery facility.

Solid Waste – Refuse and other discarded solid materials resulting from commercial, industrial, residential, and community activities. It does not include hazardous waste, infectious/medical waste, solids or dissolved materials in domestic sewage, or other significant pollutants in water resources such as silt, dissolved or suspended solids in industrial waste, water effluents, dissolved materials in irrigation return flow, or other common water pollutants.

Spillage – Any refuge dislodged from containers and/or solid waste collecting equipment during collection and disposal.

Support Building – Facility controlled or operated by the USCG other than family housing units.

Tote – A wheeled 96-gallon waste container with a lid.

Yard Waste – Grass cuttings, tree trimmings, leaves, pine straw, and stumps.

4.0 SCOPE

The Contractor shall provide all labor and equipment necessary to perform the collection, transportation and disposal of refuse generated at USCG BCC facilities: one hundred (100) homes located on Base Cape Cod, and seven (7) USCG owned homes in Harwich MA. The Contractor shall provide collection of Municipal Solid Waste (MSW) from facilities, commercial, and residential areas in accordance with the PWS.

4.1 CONTAINER SIZE, COLLECTION LOCATION, AND FREQUENCY
Attachments 1 and 2 identify the required size, type, location, and number of containers and the frequency of collection.

4.2 RESIDENTIAL COLLECTION
Residential refuse collection and disposal service will include all solid waste and recyclable materials normally associated with residential activities, except for yard waste and hazardous waste.

4.3 SUPPRT BUILDING COLLECTION
Support building refuse collection and disposal will only include solid waste resulting from industrial and commercial activities such as garbage, construction and demolition debris.

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4.4 DISPOSAL REQUIREMENTS

All refuse collected in performance of this contract shall be disposed of at a certified waste disposal facility licensed and regulated by the State of Massachusetts in adherence with all applicable State and Federal laws. All recyclable materials shall be properly recycled at a permitted recycling facility.

4.5 FIRM FIXED PRICE

The Contractor shall provide all labor and equipment, including containers for collection, transportation, and disposal of refuse as described in the PWS. Immediately prior to picking up at each location the Contractor employees shall inspect each container to ensure that it is not contaminated with recyclables, hazardous material, or other matter outside the scope of that for which it is designated. If a container is found to be contaminated, the Contractor shall not make that particular pick-up and shall notify the COR as to the location and reason for non-pick up prior to departing for disposal.

4.6 TYPES OF MATERIALS

Materials to be collected consist of, but are not limited to: kitchen waste, paper, rags, cloth, cans, bottles, boxes, cartons, crates, worn out household articles, newspapers and magazines, and other articles of similar nature. Also included is construction debris such as pipes, concrete block, lumber and worn-out furniture. Materials not included as part of this contract include hazardous waste, explosives, biohazard waste, or other salvageable material.

4.7 ESTIMATED WORKLOAD FACTORS

Refer to Attachment 4

4.8 POST AWARD CONFERENCE

At least fourteen (14) days before contract start date, the Contractor Project Manager shall schedule a pre-start meeting. This meeting will include the Contracting Officer (KO), COR, environmental staff and other BCC representatives to discuss and develop a mutual understanding relative to scheduling and administration of work performed under this contract as follows:

- Schedule of the work
- Safety measures (safety plan)
- Inspection methods by the Quality Control Inspector
- Method of recycling and refuse collection
- Points of contact (phone numbers) in case of emergencies; and a list of Persons Employed under this contract.
- Coordination of access to the working areas
- Verification of the quantities and location of refuse collection areas

4.9 SAFETY REQUIREMENTS

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4.9.1 Safety Plan

All work shall be conducted in a safe manner and shall comply with all applicable federal, state, and local safety standards and requirements. The Government reserves the right to inspect for compliance with safety standards and requirements. The Contractor shall develop and submit a safety plan (as part of the Quality Control Plan – see Section 6.0 – Deliverables) within fifteen (15) days after contract award and shall be updated as required. The Contractor shall ensure all employees working at BCC are familiar with the content and details of the safety plan. The Contractor's safety plan shall comply with all Federal and State laws, including U.S. Occupational Safety Hazard Administration (OSHA) and regulations set forth in 29 CFR 1910 and 29 CFR 1926 and in Commandant Instructions (COMDINTS) M5100.47 and M11000.11. At a minimum, the safety program shall include the following:

- Compliance with Codes
- Assignments of Responsibility
- Safety Indoctrination and Training
- Safety Indoctrination and Training
- Inspections, Reports and Controls of Hazards
- General Housekeeping and Cleanup
- Protection of Employees (Contractor and Government)
- Inclement or Destructive Weather Measures

All power equipment shall be operated within the safety parameters as defined by OSHA. Equipment should be operated with particular care when near pedestrians and especially near children. Equipment shall be in working, safe, and good mechanical condition to operate on USCG property. There shall be no visible oil or refuse spills on the road due to carelessness of the Contractor or inadequate equipment. The Contractor is responsible for immediate cleanup of oil and refuse spills resulting from carelessness or inadequate equipment. All spills shall be reported to the COR at the time of incident.

4.9.2 Accident Prevention

In addition to addressing the aforementioned, the Contractor shall maintain a record of property damage, accidents, and fires caused by the Contractor or subcontractor employees. The Contractor shall report damage, fires or accidents to the KO in accordance with Homeland Security Acquisition Regulation (HSAR) Clause 3052.223-90 Accident and Fire Reporting. The Contractor shall comply with mishap reporting procedures found in the latest edition of COMDTINST M5100, Safety and Environmental Health Manual. The procedures are for information and data gathering purposes only. The Government will supply the Contractor with the necessary forms and instructions for completion of the forms. All mishaps shall be reported to the COR within twenty-four (24) hours.

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4.9.3 Results of Safety Non-Compliance

If the Contractor fails or refuses to promptly comply with safety requirements, the KO may issue an order stopping all or part of the work until the Contractor takes satisfactory corrective action. No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.

4.9.4 Hazardous Materials

The Contractor shall inform the COR of any hazardous materials found in the performance of this project and ensure they are not disposed of until coordinated by the Government appointed Environmental Protection Specialist or Environmental Protection Assistant.

4.9.5 Damaged Equipment/Property

The Contractor shall be responsible for restoring any damaged property or equipment caused by the Contractor or the Contractor's employees. The restoration shall be to its original condition at no additional extra cost to the Government.

4.9.6 Inclement Weather Schedule

The Contractor shall collect refuse during periods of inclement weather. In cases of severe weather, the COR may authorize exceptions. When exceptions are granted, the Contractor shall make up all missed collections within twenty-four (24) hours after the severe weather has terminated, unless the COR authorizes additional time.

4.9.7 Destructive Weather

Upon notification by the COR the activity is ordered to take precautionary measures to prevent damage by destructive weather, the Contractor shall collect all solid waste and as directed by the COR, temporarily relocate containers and/or appropriately tie-down containers for safety precaution. The COR will notify the Contractor when such containers require return to their original location/condition. This service shall be provided at no additional cost to the Government.

4.10 LICENSES & PERMITS

The Contractor shall obtain (without any additional cost to the Government) and submit as required the necessary licenses and disposal permits in accordance with any requirements of the municipality, county, and state of Massachusetts for the performance of this work and for complying with all applicable Federal, State and local laws, and shall maintain such licensing throughout the term of this contract. See Section 6.0 – Deliverables.

4.11 ENVIRONMENTAL CONTROLS

4.11.1 Results of Environmental Non-Compliance

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If the Contractor fails or refuses to promptly comply with Federal, State and Local environmental requirements, the KO may issue an order stopping all or part of the work until the Contractor takes satisfactory corrective action. No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.

5.0 TECHNICAL REQUIREMENTS

5.1 GENERAL

5.1.1 Collection Hours

Collection shall be made from family housing units and support buildings and activities between the hours of 07:30 a.m. through 04:00 p.m. on collection days identified in Attachments 1 and 2. Collection outside these hours shall require prior approval of the COR. If the Contractor desires to work on Saturday, Sunday, holidays, or outside regular working hours, he/she must apply to the COR for approval. There will be no additional compensation for work carried out outside regular working hours.

5.1.2 Schedule

The Contractor shall schedule work that will cause the least interference with normal occurrence of Government business. The Contractor shall establish a plan for vehicle routes and collection schedules to be submitted to the COR for approval within fifteen (15) calendar days prior to the start of the contract and prior to each option period awarded. Approved schedules shall be adhered to, and all proposed changes shall be approved by the KO and submitted at least three (3) working days in advance.

5.1.2.1 Inclement Weather Schedule

The Contractor shall collect refuse during periods of inclement weather. In cases of severe weather, the COR may authorize exceptions. When exceptions are granted, the Contractor shall make up all missed collections within twenty-four (24) hours after the severe weather has terminated, unless the COR authorizes time.

5.1.2.2 Destructive Weather

Upon notification by the COR the activity is ordered to take precautionary measures to prevent damage by destructive weather, the Contractor shall collect all solid waste and as directed by the COR, temporarily relocate containers and/or appropriately tie-down containers for safety precaution. The COR will notify the Contractor when such containers require return to their original location/condition. This service shall be provided at no additional cost to the Government.

5.1.2.3 Missed Pickups

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The Contractor shall collect solid waste at missed scheduled pickup stations within twenty-four (24) hours after discovery by the Contractor's quality control program or notification by the COR.

5.1.3 Cubic Yard Capacity

Proposed capacity of containers is indicated in Attachments 1 and 2. The Government reserves the right to change the cubic yard capacity at any collection station or change the number of collection stations if it does not increase the overall total cubic yard capacity requirement of this PWS. The Government may also reduce the frequency of collections.

5.2. REFUSE CONTAINERS

5.2.1 Contractor-Furnished Containers

For refuse collection at residential and support buildings, the Contractor shall furnish all containers required for the performance of this contract. All Contractor furnished items shall be subject to the inspection and approval of the COR prior to and during the life of the contract. A container that is not in compliance with the standards of the contract shall be repaired and/or replaced within forty-eight (48) hours upon telephone notification by the COR. Upon completion of the contract, all equipment furnished by the Contractor shall be removed from the sites prior to approval of the final payment.

5.2.2 Government-Furnished Containers

The Government is not required to furnish containers of any type; under certain circumstances at the Government's interest, the Government may decide to furnish containers. The following restrictions apply:

a) Should the Government choose to use the Government furnished equipment; the Contractor shall conduct periodic servicing, maintenance, and repair at no cost to the Government. The total or partial breakdown or failure of the equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract.

b) The Contractor and the COR shall conduct a joint inventory of Government furnished equipment before commencing work under this contract to determine the exact number and serviceability of Government furnished equipment (reusable residential containers). The Contractor shall then certify the findings of this inventory and indicate, in writing, which items of equipment will be used to provide services under this contract. See Section 6.0 – Deliverables.

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c) Equipment not selected for use will be deleted from the inventory and will no longer be available for the Contractor's use. The Contractor shall assume accounting responsibility for equipment remaining on the inventory and subsequently report inventory discrepancies to the COR. Government furnished equipment shall not be removed from the base unless approved by the COR in writing, except as otherwise specified below.

d) Equipment that becomes worn-out due to normal wear and tear shall be returned to the Government, and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. Equipment acquired shall remain the property of the Contractor.

e) The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse by the Contractor or his/her employees.

f) Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear.

5.2.3 Inaccessible Containers

All reasonable attempts shall be made by the Contractor to complete collections as scheduled. Should access to a container be obstructed, the Contractor shall notify the designated Government representative immediately. If access to the container is made available prior to the final scheduled pickup of the day, the collection shall be made at no additional cost to the Government.

5.2.4 Relocation of Containers

The Government reserves the right to change location of residential and support building containers/dumpsters during the length of the contract and shall notify the Contractor prior to relocation.

The KO and COR may require the Contractor to relocate the containers. The Contractor will be notified verbally or in writing by the KO or the COR at least two (2) working days prior to the event. If a verbal request is made, the KO or COR will confirm in writing. The relocation will be at no cost to the Government. The Contractor shall make every effort to relocate on a scheduled collection day to mitigate disruption to Government operations. The Government reserves the right to relocate Contractor-furnished containers (at no cost to the Government), under emergency/special situations, or if the Contractor does not relocate the container within the time specified – after two (2) working day notice.

5.2.5 Commercial Container Cleaning

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The Contractor is responsible for cleaning all commercial containers and the costs associated with container cleaning. All waste and residue matter shall be cleaned from all surfaces. The Government prohibits the discharge of wash water or detergents from container cleaning to the environment.

5.2.6 Residential Refuse Containers

The Container List for residential refuse, identifying the size, location and frequency of collection is provided in Attachment 2. A map is provided in Attachment 3. Housing units are located in Map Grids 68-69/12-13. There are one hundred (100) occupied housing units on BCC. BCC manages an additional seven (7) USCG owned housing units in Harwich, MA.

The Contractor shall provide and maintain two (2), ninety-six (96) gallon capacity waste container (i.e. tote) for each of the one hundred (100) occupied housing units on BCC, and seven (7) housing units in Harwich, MA., to collect both municipal solid waste and single stream recycling. In total there are 214 totes.

5.2.6.1 Residential Container Specifications

Specifications of ninety-six (96) gallon totes includes:

a) Containers will have distinctive colors to assist in identifying the specific waste stream as they are provided for the collection of both MSW and Single Stream Recycling (SSR.) The Government prefers green or blue for recyclable material.

b) Containers shall be constructed of molded polyethylene plastic, with a snapping fastener cover or a similar lock-on cover and heavy-duty wheels.

c) Containers that are cracked, leaking, missing lids, vandalized, will not lock, or are otherwise damaged or unserviceable shall be replaced by the Contractor. Containers that are identified as unserviceable by a Government representative shall be replaced within two (2) working days.

5.2.7 Support Building (commercial) Containers

The Container List for support buildings, identifying the size, location and frequency of collection is provided in Attachment 1. A map is provided in Attachment 3. There are twenty-two (22) commercial containers and three (3) food waste containers.

5.2.7.1 Support Building Container Specifications

a) Except where otherwise noted, all containers shall be standard commercial-industrial type, of heavy gauge metal construction, leak proof, and designed for mechanized handling.

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b) Containers that are mounted on wheels shall have a positive breaking/locking device to prevent inadvertent movement.
c) Containers shall be freshly painted at the start of the contract, and periodically during the term of the contract to maintain a pleasing appearance.
d) The Contractor's name and local phone number shall be prominently displayed on each container.
e) Containers must remain easily accessible to customers.
f) All containers must remain in good, workable condition. All doors, lids, hinges, rollers, breaking devices, and other moving parts shall be maintained to keep containers serviceable. The Contractor shall maintain all Contractor and Government provided containers, ensuring they are free of unpleasant odors, dirt, debris, and pests.
g) Bent, damaged, leaking, rusting, and unsightly containers shall be repaired and repainted or replaced at the Contractor's option within one (1) week of notification by the COR at no additional cost to the Government. The Contractor shall NOT perform painting, repair and other maintenance tasks on BCC property. Containers which are removed from the collection site for cleaning for more than ninety (90) minutes shall be replaced with a clean equivalent size container which meets all the requirements specified in the contract.

5.3 REFUSE COLLECTION STATIONS

5.3.1 Residential Collection

Prior to collection on scheduled collection days, housing occupants will place all MSW and SSR in the provided ninety-six (96) gallon containers for curbside pickup. Household garbage will normally be placed in occupant furnished disposable plastic or paper bags. Housing occupants will also loosely place all clean recyclable materials in provided ninety-six (96) gallon containers for curbside pickup. Refer to Attachment 2 for collection station location, collection frequency, and containers size quantity.

5.3.2 Support Building (Commercial) Collection

The Contractor shall coordinate with the COR on the positioning of collection containers, which will be located for customer ease in depositing refuse. This may require repositioning of containers from time to time. The Contractor shall position containers to minimize interference with adjacent parking areas, sidewalks, roadways, overhead utilities, trees, and other potential obstructions. Refer to Attachment 1 collection station locations, collection frequency, and container size and quantity.

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5.3.2.1 Food Waste Collection

Contractor shall provide food waste collections for BCC's Dining Facility (i.e. Galley)

Food waste collection area and containers will be kept clean and organized by the Contractor to meet applicable industry standards for food waste service cleanliness or when specifically directed to do so by the COR. All food waste containers will be swapped out with clean containers on a weekly basis. They will be free of damage, in good working order, free from residual food matter and leakage.

Food waste collection stations will be serviced at a minimum of once a week, on Fridays and possibly up to twice per week in the warmer months, conducted on Tuesday and Fridays. Any missed collections will take place on the next business day. Refer to Attachment 1 for collection station location, collection frequency, and container size and quantity.

5.3.3 Bulk Refuse Collection Stations

The Contractor shall provide thirty (30) cubic yard containers at the location and in the quantities as directed by the COR. The bulk refuse collection stations may change periodically to accommodate the needs of the Government. The Contractor will be required to relocate the dumpster as directed by the COR at no additional cost to the Government. The Contractor shall also provide additional thirty (30) cubic yard containers to handle solid waste generated by special events such as spring cleanups, fall cleanups, construction projects, etc.

5.3.4 Maintenance of Collection Station Areas

The contents of the containers shall be thoroughly and completely collected. The Contractor shall return the containers to their original location after servicing, in an upright position with the lids securely in place (closed). As directed by the COR, the Contractor will be responsible for keeping collection areas free of refuse and debris. The Contractor will also be responsible for immediately cleaning up any spills which may occur during servicing of containers. All refuse on the ground with ten (10) feet of the collection station, whether spilled by the Contractor or placed there by residents/base personnel, shall be picked up by the Contractor during collection. Any cost incurred by the Contractor that is accrued while maintaining cleanliness of collection stations shall not alter the contract as awarded.

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5.4 REFUSE DISPOSAL

5.4.1 Refuse Disposal – Residential and Support Buildings

The Contractor shall transport and dispose of all solid waste at a certified off-site commercial waste to energy facility that complies with all applicable federal, state, and local laws, statutes and regulations.

The nearest off-site waste to energy disposal facility to USCG BCC is COVANTA's Southeastern Massachusetts Resource Recovery Facility [SEMAS] located in West Wareham, MA approximately twenty (20) miles from USCG BCC.

Disposal shall be in accordance with existing local, state, and federal regulations along with the policies and procedures of the disposal facility.

5.5 BULK REFUSE COLLECTION AND DISPOSAL

5.5.1 Bulk Refuse.

Bulk refuse collection and disposal services, utilizing thirty (30) cubic yard containers, are "on call" requests initiated by the COR as unscheduled collection and disposal services, Not to Exceed (NTE) the estimated quantity stated in the Schedule of Supplies and Services.

a) The COR will indicate the specific number of containers to be provided, their locations, the date on which they must be set in place, collection times, and the anticipated date of removal. The Contractor shall complete this requirement up to the limit specified in CLINSs X0002. The Government will fund a NTE quantity in the contract. The Contractor shall not exceed that quantity without prior modification to this contract to add additional funds. If during the performance year, the quantity of actual delivery and removal of thirty (30) cubic yard containers is less than estimated, the Government will de-obligate excess funds from the contract. The Contractor will only be paid for actual work. The coordination for the delivery/collection of these containers will be directed by the COR.

b) Bulk items as defined in Section 3, all or any combination of the above may be placed into the same container.

5.5.2 Bulk Refuse Container Collection Turnaround Time

The COR will notify the Contractor by close of business, Monday through Friday, of the number of containers to be collected and replaced within two (2) working days. The Contractor shall deliver an empty container and collect the full container at a

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minimum before noon on the second day. After pickup of a full bulk waste container, an empty bulk waste container shall be placed with four (4) hours or no later than 04:00 p.m. whichever is earlier.

5.6 REFUSE VEHICLES

5.6.1 Vehicle Standards

The Contractor shall use vehicles specifically designed for refuse collection that have watertight bodies and which do not permit loss of refuse. Collection vehicles shall meet all Department of Transportation and OSHA requirements. The Contractor's name and phone number shall be clearly displayed on each vehicle. The Government reserves the right to inspect collection vehicles and to report to the Contractor any vehicle that requires repairs or replacement. Any repairs or replacement of collection vehicles must be accomplished within five (5) working days at no additional cost to the Government. The Contractor shall at all times be responsible for the safe, clean, careful and efficient operation of their equipment and shall comply with all applicable regulations of BCC. Speed limits as posted shall be adhered to on BCC. The Contractor shall assume full liability and is responsible for any loss or damage to Government property caused by their operation. The Contractor assumes full responsibility for all damages or claims for damages for injury to person, property or equipment which might result from the service performed under this contract. Vehicles not meeting the above requirements will not be allowed on BCC for the performance of contract requirements.

5.6.2 Weighing of Vehicles

All vehicles used in the collection process shall be empty upon arrival to BCC on the specified collection dates in Attachment 1 and 2 and will be subject to inspection by the COR. After completion of scheduled recovery of refuse and waste streams on BCC, all outgoing vehicles shall not be allowed to collect any other waste until weights of collected BCC waste has been recorded on an official disposal facility weigh (tare) ticket provided by the operator of disposal facility and then subsequently provided to the COR within seven (7) days.

5.6.3 Vehicle Maintenance and Cleaning

Vehicles used for waste removal shall be washed at an off-base facility as required to ensure they are free of noxious odor, dirt, debris, and pests. Any vehicle used for collection and removal of garbage/refuse shall have a completely enclosed watertight metal container. All vehicles and equipment shall be kept in satisfactory condition, free from insects, odors, loose filth, and be well painted. No drippings of waste or

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hydraulic fluid will be allowed. The Contractor's conveyance shall be kept covered in such a manner that only a small portion of the refuse content shall be exposed from time to time as the containers are emptied therein. Sufficient covering shall be provided to prevent the wind from scattering waste from the vehicle onto USCG BCC property or surrounding areas. The handling of refuse, trash garbage and recyclables as well as the character of implements, apparatus and personnel employed by the Contractor shall conform to the waste industries' sanitary standards. Washing of vehicles shall not be performed on USCG BCC property or surrounding areas. The Contractor shall immediately pick up and leave no reminisce of spillage of garbage, trash, or recyclables that may leave their vehicle.

6.0 DELIVERABLES

The Contractor shall submit the following deliverables (reports and other) as identified in the chart below via e-mail in Microsoft Word Format, PC compatible.

Deliverables	**Frequency**	**# of Copies to Distribute**	**Date Required**
Certificate of Insurance Required by HSAR 3052.228-70 and 52.228-5	Annually	TWO (2) – KO only	With proposal submission if available but no later than fifteen (15) days after award; annually post-policy renewal.
Quality Control Plan Paragraph 9.1 of PWS	Updated as revised	TWO (2) – KO and COR	Within fifteen (15) days after contract award date; annually post-policy renewal
Safety Plan Sections 4.9.1 and 9.1.0 of PWS	Updated as revised	ONE (1) – COR	Within fifteen (15) days after contract award date; annually post policy renewal.
Disposal Permits and Licenses required the State	Updated as revised	ONE (1) – KO	Within fifteen (15) days after contract award date; annually post-policy renewal.
Vehicle Route and Collection Schedule Paragraph 5.1.2 of PWS	Updated as needed	ONE (1) - COR	Within fifteen (15) days after contract award date; annually post-policy renewal.
Vehicle/Container Cleaning Schedule	Updated as needed	TWO (2) – KO and COR	Within fifteen (15) days after contract award date: annually post-policy renewal.

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Project Manager or Supervisor Information [Name, Telephone, and Address]	Updated as needed	TWO (2) – KO and COR	Within fifteen (15) days after contract award date: annually post-policy renewal.
Employee roster (list all personnel proposed to work on this contract)	Updates as needed	ONE (1) – COR	Within fifteen (15) days after contract award date; annually post policy renewal.
Required security background check for all personnel	As required updated as needed	ONE (1) - COR	Within fifteen (15) days after contract award date: annually post-policy renewal.
Attachment 5 – BCC NCIC Matrix/List Paragraph 8.4 of PWS	As required updated as needed	ONE (1) - COR	Within fifteen (15) days after contract award date.
Joint inventory of Government Furnished Equipment Paragraph 5.2.2.b of PWS	As needed	ONE (1) - COR	Within fifteen (15) days after contract award date: annually post-policy renewal.
Contract Discrepancy Report Attachment 7 of paragraph 9.3 of PWS	As needed	TWO (2) – KO and COR	Within five (5) days of receipt from COR

7.0 APPLICABLE PUBLICATIONS AND APPENDIXES

The Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, statutes, and regulations pertaining to the collection, transportation, and disposal of refuse and recyclable materials and shall obtain such permits, licenses or other authorizations (at no additional cost to the Government) as may be required. The publications, forms, and regulations are mandatory and reflect versions that are current at the time of contract award. The Government shall provide requested USCG publications, forms and regulations to the Contractor at the start of the contract period. The Contractor is responsible for obtaining all non-USCG publications as needed. Supplements or Amendments to listed publications from any organizational level may be issued during the life of the contract. The Government will provide follow-on requirements to the Contractor when changes occur. The Contractor shall maintain technical and reference materials and data supplied to the Contractor for the entire period of performance.

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The Contractor shall comply with all applicable Federal, State and Local environmental protection and hazardous waste laws, statutes and regulations, as well as applicable USCG instructions, directives, attachments and exhibits listed in the table below pertaining to the services required herein and to the conduct and qualifications of personnel in performance of this contract. The Contractor shall instruct and guide its employees regarding any directives provided by the USCG.

The Contractor shall only utilize qualified personnel, safe products and fully operational equipment to ensure the health and safety of all in compliance with the U.S. Environmental Protection Agency (EPA) and OSHA standards.

The Government will provide all publications listed upon request of the Contractor. Supplements or amendments to listed publications may be issued during the life of the contract. The Contractor shall implement those changes, which result in a decrease, or no change in the contract price. Upon completion of the contract, the Contractor shall return to the Government all issued publications and unused forms.

PUBLICATION	TITLE
COMDTINST M11000.11B	Civil Engineering Manual
COMDTINST M5100.47B	Safety and Environmental Health Manual
COMDTINST M5100.29	Safety & Occupational Health Manual
COMDTINST M6000.1A	Medical Manual, Chapter 7
COMDTINST 16478.1B	Hazardous Waste Management
29 CFR (OSHA)	Labor
29 CFR 1910.120	Occupational Safety and Health Standards
40 CFR	Protection of the Environment
5 USC Sec 552a	Privacy Act of 1974
PL 94-580	Resource Conservation and Recovery Act

8.0 WORK CONTROL

The Contractor shall manage work associated with services required to completion of these services. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements and to permit tracking of work in progress. The Contractor shall plan and schedule work for labor and equipment that are available to complete work requirements within the specified time limits and in conformance with contract terms and conditions.

8.1 MANAGEMENT

The Contractor shall provide adequate staff with the necessary management expertise to ensure the performance of the service required. The designated Contractor personnel shall

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effectively communicate with all Government and non-Government personnel and shall have full authority to act on all contractual matters relating to the daily performance of the contract; and, to receive, accept and sign for any notices, inspection reports and all other correspondence on behalf of the Contractor from the COR/KO. This individual service will serve as the central point of contact for the Government and shall oversee the collection operations and monitor and ensure all work is performed in accordance with the PWS and shall maintain the work specifications requirements, scheduling, inspections and safety standards. This individual shall be available when the contract work is in progress and shall have the ability to respond to the site to monitor work progress and for any other emergency, as required.

8.2 PERSONNEL QUALIFICATIONS

The Contractor shall continuously maintain an adequate staff to ensure work is scheduled and completed in accordance with the quality standards herein. The Contractor shall provide the COR with a list of all personnel proposed to work on this contract. The list shall be provided within fifteen (15) days of the contract award date and updated when changes occur. Refer to Section 6.0, Deliverables. Contactor personnel not listed may be denied access to the USCG's facilities. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to USCG facilities. Contractor personnel shall have photo identification at all times while working on USCG facilities.

a. Citizenship. All Contractor employees shall be citizens or legal residents of the United States. If non-citizens are hired, proof of legal residency in the U.S. shall be provided to the KO prior to their commencing work under this contract.
b. Language Requirement. The Contractor/Contractor representative must be able to read, speak, and understand English. They must be able to fulfill, completely and clearly, the reporting requirements of the contract.
c. Uniform/Appearance. Contractor personnel located onsite during normal duty hours shall present a neat appearance and shall wear distinct clothing for easy identification bearing the name of the company. The Contractor shall ensure all employees wear appropriate safety equipment/clothing while collection is in progress. Any color or color combination may be used for uniforms except blue.
d. Communication devices. The use of cell phones while driving (speaking or texting) on USCG facilities is prohibited. In addition, the potential exists for distraction while personnel are eating, drinking, operating radios, etc., and these activities should only be performed when the vehicle is safely stopped.
e. Security passes. Contractor employed personnel shall check in with the front gate upon entry and shall sign the contract log when checking in for service pick up; and if required will be issued a day security pass from the security office. Each employee must show a valid Real ID, and company ID card to be issued a security

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pass. Personnel shall not wander from the immediate area of work performance or travel routes unless authorized in advance by the COR. Each person driving a vehicle on the USCG installation shall have a valid driver's license in their possession at all times.

8.3 SECURITY BACKGROUND CHECK

The Contractor shall comply with all facility security requirements, security regulations and directives as identified herein and other security requirements cited elsewhere in the contract. The Contractor shall not assign any personnel to service this contract that has been convicted of a felony or convicted of a crime in a general military court-martial. For any subsequent hiring, the security background check shall be submitted to the COR prior to employee's assignment to perform waste collection services on BCC. The Contractor's failure to meet security background or local police checks as specified shall not constitute an excuse for nonperformance under this contract.

All workers/staff requiring access to BCC must pass the National Crime Information Center (NCIC) background check. The Contractor will use the BCC NCIC Matrix/List provided in Attachment 5, to electronically provide the list of personnel to the COR within fifteen (15) calendar days after contract award for investigation and approval. This form must be typed and submitted electronically as an attachment.

8.4 PROTECTION OF PROPERTY

The Contractor employees shall protect personal belongings and property during the completion of work. Any damage caused by the Contractor employees shall be corrected at the Contractor's own expense. The Contractor will be responsible for repair of any damage incurred to turf, landscaping, buildings, utilities or pavement at no additional cost to the Government.

8.5 STANDARDS OF CONDUCT

All employees of this Contractor in the performance of this contract, or any representative of the Contractor entering this installation, shall abide by all applicable regulations and shall be subject to security checks. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against their employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit upon themselves, their employer, the USCG, and the Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. This shall not relieve or constitute an excuse from contract performance. To maintain continuity of services, the Contractor shall initiate immediate action to replace such employee, at no additional cost to the Government. Employees shall be directed not to engage in conversation/disputes with the customers that are receiving services. The employee must direct all such confrontations to the COR.

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9.0 QUALITY CONTROL PROGRAM & INSPECTION REQUIREMENTS

9.1 Quality Control Plan

The Contractor shall develop, maintain, and submit the Quality Control Plan (QCP) within fifteen (15) days of the contract award date and prior to each option period thereafter which may be awarded. The QCP shall be designed to keep the Contractor's management informed of all issues affecting quality to include timely and effective corrective actions. The QCP shall be developed by the Contractor and shall provide records of inspections which will indicate the nature and number of observations made, the number and type of deficiencies found, and the nature of corrective action taken as appropriate. The Contractor shall ensure that the QCP includes a timely and effective corrective action section for all deficiencies to be easily identified by the Government. The QCP shall outline in detail how the Contractor's quality control program will be used to monitor and control their performance of services to meet the requirements of PWS. The program shall include but not be limited to the following:

a) Quality control process:
   i. Checklist used in inspecting contract performance during regularly scheduled and unscheduled inspections; method of documenting and enforcing quality control operations.
   ii. Inspection procedures include checklists used by the Contractor, identifying the items, frequency, conformance indicators and actions taken in nonconformance occurs.
   iii. Waste management procedures including identification of landfills utilized by the Contractor.
   iv. Means of identifying and resolving problems.
   v. Roles and responsibilities of contracted employees

b) Specific quality control functions:
   i. A plan, identifying all collection routes for each designated area and pick-up which falls within the timeframe and day specified in PWS.
   ii. A schedule for periodic cleaning by dates and areas for containers located at each collection station for all collection vehicles. (to be updated as required)
   iii. An inspection system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Government inspectors point out the deficiencies
   iv. The name(s) of the individual(s) that will perform the inspections.
   v. Security and safety compliance plan that conforms to OSHA standards
   vi. Compliance with EPA regulations

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9.2 Performance Evaluation Meetings

The contract supervisor, site manager, or alternate, may be required to meet at least weekly with the COR during the first month of the contract. Meetings will be as often as necessary, thereafter, as determined by the COR. Time and place of the meetings will be mutually agreed upon between the USCG and the Contractor. The minutes of the meetings shall be documented, signed, and distributed by the COR. If the Contractor does not concur with the minutes, they shall state, in writing, any areas of non-concurrence, and submit them to the COR within five (5) calendar days of receipt of the signed minutes.

9.3 Contract Discrepancy Report (DCR)

When a discrepancy exists, the Contractor shall be required to complete block 4 of the CDR, which will be provided to the Contractor at the time of issuance. The KO will evaluate the Contractor's explanation and determine the next course of action. The Contractor may request a meeting when a CDR is issued. The CDR is included as Attachment 7.

10.0 GOVERNMENT QUALITY ASSURANCE (QA) REQUIREMENTS

10.1 Fundamental Government Responsibilities

The COR is responsible for representing the KO in all facets of quality for the services required. The designated representative will carry out inspections, reviews and approvals, handle deficiencies and ultimately accept them on behalf of the KO. The functions of the COR are identified in paragraphs 9.2 and 9.3. Government personnel other than the KO and COR may observe the Contractor's operations from time to time. However, these personnel may not interfere with Contractor performance.

10.2 General Quality Assurance Functions

To facilitate the surveillance of the Contractor's quality program, the COR will verify compliance with designated performance requirements. In addition, for noncompliance and/or untimely corrective action to deficiencies of specific tasks, the Contractor is subject to re-performance. The surveillance approach may change throughout the duration of the contract. The COR will periodically update the surveillance approach. The COR will inspect the Contractor's QCP regularly for compliance with the requirements herein.

10.3 Performance Requirements Summary

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items as identified in the PWS. These requirements are critical to mission success and are identified in the table below:

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Performance Objectives	PWS Paragraph
Collect and dispose of refuse materials in accordance with the established schedule.	4.1,4.4,5.1.1
Maintain equipment in proper working conditions. Vehicles shall be washed and free of odors.	5.6.3
All spillage, which is any refuse dislodged from containers and/or solid waste collecting equipment during collection and disposal, removed. Containers returned to original location in an upright position with lids securely in place.	5.3.4
Correct missed pickups within twenty-four (24) hours	5.1.2.3
Perform requirements work container deliveries and disposal as required by the COR.	5.1.1,5.1.2

10.4 Quality Assurance Surveillance Plan (QASP)

The QASP has been developed to evaluate Contractor actions and is designed to provide an effective surveillance method of monitoring Contractor performance for each listed objective on the PRS. The QASP is based on the premise that the Government desires to maintain a quality standard for this service contract. The Contractor, not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

The COR will perform the following qualitative and evaluative functions, which comprise the Government QASP, as provided in Attachment 7:

a) Establish a schedule to conduct periodic inspections utilizing checklists from the Contractor's QCP to evaluate the Contractor's performance and ensure contract services are received. The COR will also evaluate the Contractor's performance by reviewing all complaints received from BCC personnel. The COR may inspect each task as completed or increase the number of quality control inspections deemed appropriate due to noted deficiencies that are discovered during quality control inspections or by repeated customer complaints. If performance dictates, the Government may also decrease the number of quality control inspections. The Contractor shall be responsible for initially validating customer complaints. However, the COR shall make the final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).
b) Report discrepancies resulting from these inspections to the Contractor and the KO.

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c) Perform monthly reviews of the Contractor's reports and records to ensure they adequately reflect the quantity of refuse disposed.
d) If discrepancies are discovered because of the periodic inspections or any other means, use the CDR to communicate them to the Contractor and follow up to ensure nonconformance is corrected.
e) Meet with the Contractor's manager as agreed to or as often as necessary. The Contractor and COR will sign the written minutes of these meetings prepared by the COR. Should the Contractor not concur with the minutes, the Contractor shall state any areas of non-concurrence in writing to the COR within five (5) calendar days of receipt of the signed minutes.
f) Perform annual and final performance evaluations via the Contractor Performance Assessment Reporting System (CPARS).

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