PERFORMANCE WORK STATEMENT (PWS)

Trash Collection and Disposal Services
Syracuse Military Entrance Processing Station (MEPS),
6001 East Molloy Road Building 710
Syracuse, NY 13211-2100

PART 1
GENERAL INFORMATION

1. GENERAL: This is a non-personal services contract to provide trash collection and disposal services as defined in this Performance Work Statement (PWS).) at the Syracuse Military Entrance Processing Station (MEPS) at 6001 East Molloy Road Building 710, Syracuse, NY 13211-2100, located on Hancock Field Air National Guard Base. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1. Description of Services/Introduction: The contractor shall provide all personnel, labor, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform trash collection and disposal services as defined in this PWS except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Background: Syracuse MEPS requires routine commercial trash collection and disposal services to support daily operations. The contractor shall provide all labor, equipment, and supervision necessary to perform weekly trash collection.

1.3. Objectives: The objective of this contract is for the contractor to perform trash collection & disposal services in a manner that will maintain dumpsters/containers and surrounding area in a condition that presents a clean, neat, and professional appearance as defined in the PWS.

1.3.1. Contract Management: Ensure all trash disposal and collection services are planned, scheduled, and executed in accordance with contract requirements, applicable laws, and Government oversight
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1.3.2. Regulatory Compliance: Ensure full compliant with Part 6 of this PWS.

1.3.3. Refuse Collection Operations

1.3.3.1. Scheduled Collection Services: Provide reliable, uninterrupted weekly trash collection services that meet 100% of scheduled service requirements.

1.3.3.2. On-Demand / Overflow Services: Overflow Collection Requests. Overflow collection services shall be performed only upon request by the COR or other authorized Government representative. Requests will normally be transmitted via email and may be supplemented by telephone communication when necessary. The Contractor shall acknowledge receipt of the request and perform the service within the timeframe specified in the contract. Government points of contact for service requests will be provided after contract award and may be updated during contract performance through written notification The Contractor shall acknowledge overflow pickup requests within one (1) business day of receipt and complete the requested pickup within two (2) business days of notification unless otherwise directed by the COR.

1.4. Scope: The Contractor shall provide all labor, equipment, supervision, transportation, and disposal necessary to perform routine trash collection services for Syracuse MEPS, Syracuse, NY. Services include furnishing and maintaining refuse containers, performing scheduled weekly pickups, providing on-call

overflow services, and ensuring proper disposal at licensed facilities in full compliance with all applicable Federal, State (NYSDEC), and local regulations.

1.5. Performance: The period of performance shall be for one (1) 12-month base period and four (4), one year option periods as defined in the contract with an option to extend services for up to six (6) months.

1.6. General Information

1.6.1. Quality Control (QC): RESERVED.

1.6.2. Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3. Initial Coordination: The Contractor shall coordinate with the COR prior to the start of services to confirm container placement and verify the collection schedule. This coordination may be conducted via telephone or email. No formal in-person meeting is required.

1.6.4. Hours of Operation: The contractor shall perform work between the hours of 07:30 a.m. to 4:30 pm, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.6.4.1. Federal Government Holidays: Except as noted in the Schedule of Work, work shall not be performed on the following holidays or on holidays observed in lieu thereof. When required services occur on holidays, work will be performed on either the previous or following workday, unless specified otherwise.

New Year's Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth Day	19th day of June
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

1.6.4.2 When the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closing; the Contractor will be notified by the COR of an installation closure. When an unforeseen installation closure occurs on a regularly scheduled day of work, the Contractor shall coordinate with the designated representative to reschedule the work on any day satisfactory to both parties.

1.6.4.3. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5. Place of Performance: The work to be performed under this contract will be performed at Syracuse MEPS, 6001 East Molloy Road ,Building 710, Syracuse, NY 13211-2100.

1.6.6. Type of Contract: The government will award a Firm Fixed Price contract.

1.6.7. Security Requirements: Contractor personnel performing work under this contract must have a basic background check at time of the proposal submission, and must maintain the level of security required for the life of the contract.

1.6.7.1. Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Access and General Protection/Security Policy and Procedures: (Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.)

1.6.7.3. For contractors that do not require CAC, but require access to a DoD facility or installation: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative); or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.6.7.4 Damages Caused by the Contractor: The Contractor shall be held accountable and liable to the Government for any damages to Government facilities, furnishings, equipment or grounds caused by the Contractor or his employees. The Contractor shall instruct his employees to immediately inform the building manager of any damages to property resulting from the performance of their duties.

1.6.7.5. Circumstances to Be Reported: The Contractor or the Contractor's employees shall report any circumstances of needed repair of the facility or unusual soiling of an area which may affect the performance of the work, present unhealthy or hazardous conditions, or create any delays or interference with the work caused by the employees of the Government. Such report shall be made immediately upon discovery by the Contractor to the COR or DR.1.6.8.

1.6.8 Special Qualification: RESERVED

1.6.9. Periodic Progress Meetings: The Contracting Officer, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, reserve the right to meet quarterly with the Contractor to review performance. The Contractor's designated Point of Contact (POC) shall be available to participate in these meetings. The meetings will primarily be held virtually to discuss service delivery and resolve any discrepancies

1.6.10. Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor,

states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11. Contractor Point of Contact (POC): The contractor shall designate a primary POC who has the authority to oversee daily operations and resolve performance issues. The POC or a designated alternate shall be reachable via telephone or email during the MEPS operating hours (7:30 a.m. to 4:30 p.m. Monday through Friday, excluding Federal holidays).

1.6.12. Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractors shall be required to obtain and wear badges in the performance of this service while on installation.

1.6.13. Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

PART 2
DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

2. Definitions, Acronyms, and Abbreviations:

2.1. Definitions: As used throughout this performance work statement, the following terms shall have the meaning set forth below:

2.1.1. Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. Contracting Officer. A person with authority to enter into, administer, or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the contracting officer to assist in the administration of the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.6. Designated Representative. A Government employee performing duties in the position of Facility Coordinator (FC) or Acting Facility Coordinator or otherwise approved by the COR to assist the COR with duties such as coordinating schedules with contractors to perform work at a facility, provide facility access to contractors, and perform inspection of contractors work and provide results of their inspections back to the COR, both orally and in writing. A Designated Representative does not have the authority to assign work to contractors or discuss contractor performance issues; but may discuss these issues with the COR for potential further action. The only individuals with the authority to discuss contractor performance issues are warranted Contracting Officers and Contracting Officer Representatives specifically delegated this authority by a warranted KO via an appointment letter.

2.1.7 Government-Furnished Property (GFP), Government-Furnished Equipment (GFE), or Government-Furnished Facility (GFF). Property or area in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

2.1.8. Physical Security. Actions that prevent the loss or damage of Government property.

2.1.9. Quality Assurance. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.10. Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.11 Refuse. Refuse is a category of solid waste. Refuse includes all garbage, ashes, debris, rubbish and other similar waste materials. Not included are explosive or incendiary wastes; recyclable materials; hazardous waste; and contaminated waste from medical or radiological processes.

2.1.12. Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.13. Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14. Work Week. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS AND ABBREVIATIONS:

ACOR Alternate Contracting Officer's Representative
AFARS Army Federal Acquisition Regulation Supplement
AR Army Regulation
CCE Contracting Center of Excellence
CFR Code of Federal Regulations
CONUS Continental United States (excludes Alaska and Hawaii)
COR Contracting Officer Representative
COTS Commercial-Off-the-Shelf
DA Department of the Army
DD250 Department of Defense Form 250 (Receiving Report)
DD254 Department of Defense Contract Security Requirement List
DFARS Defense Federal Acquisition Regulation Supplement
DMDC Defense Manpower Data Center
DOD Department of Defense
FAR Federal Acquisition Regulation
HIPAA Health Insurance Portability and Accountability Act of 1996
KO Contracting Officer
OCI Organizational Conflict of Interest
OCONUS Outside Continental United States (includes Alaska and Hawaii)
ODC Other Direct Costs
PIPO Phase In/Phase Out
POC Point of Contact
PRS Performance Requirements Summary
PWS Performance Work Statement
QA Quality Assurance
QASP Quality Assurance Surveillance Plan
QC Quality Control
QCP Quality Control Plan
TE Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. Government Furnished Items and Services: There will be no Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Facilities (GFF) provided under this contract.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Items: The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation, labor, supervision, and services needed to perform this contract and meet the requirements of this PWS.

4.1 Materials: The Contractor shall furnish all materials necessary to perform the tasks specified in Part 5.

4.2 Equipment & Tools: The Contractor shall provide one (1) 4-yard dumpster (or equivalent) to meet the requirements under this PWS.

4.2.1. At the completion or termination of the contract the Contractor shall permanently remove from Government property any and all equipment, dumpsters, or containers on the occasion of the last scheduled service.

4.3 Vehicles

4.3.1 The Contractor shall comply with the provisions set forth in 49 CFR Part 390-397, for motor carrier safety standards.

4.3.2 The Contractor shall ensure that each vehicle has the Contractor's name, a unique vehicle identification number, and local telephone number of the Contractor clearly marked on each side.

4.3.3 The Contractor shall operate their vehicles in accordance with all Federal, State, and Installation traffic regulations and provide for registration, licensing, and insurance in compliance with all applicable laws, regulations, and subject to the terms and conditions of this contract.

4.3.4 The Contractor shall supply all fuel, lubricants, spare parts, and provide repair and maintenance necessary to keep equipment in proper operating condition.

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The contractor shall provide services for all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform trash collection and disposal services as defined in this PWS except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

5.2. Trash Collection and Disposal Services

5.2.1 The contractor shall provide trash collection and disposal services to include delivery of one (1) 4-yard dumpster /container (or equivalent) and dumpster container maintenance.

5.2.1.1. The Contractor shall collect all solid waste from Contractor supplied dumpsters/containers one (1) time per week. The Contractor shall coordinate pick up schedules with the COR or Designated Representative to meet the scheduled requirements set forth in the contract. The Contractor shall submit these schedules to the COR or Designated Representative for approval within five (5) business days after contract award. Collections shall be made according to established schedules; any changes to the schedules must be approved by the COR prior to the change.

5.2.1.2. Container Condition and Replacement. The Contractor shall maintain all containers in a clean, safe, and serviceable condition. Any container that does not meet the requirements of this PWS or is determined by the COR to be damaged, non-functional, unsafe, or unsanitary shall be repaired, cleaned, or replaced within three (3) business days after notification by the COR.

5.2.1.3. In the case of inclement weather, the Contractor shall reschedule pickup with the COR within 24 hours after inclement weather has ended.

5.2.3. On Demand/Overflow Collection: Overflow Collection Requests. Overflow collection services shall be performed only upon request by the COR or other authorized Government representative. Requests will normally be transmitted via email and may be supplemented by telephone communication when necessary. The Contractor shall acknowledge receipt of the request and perform the service within the timeframe specified in the contract. Government points of contact for service requests will be provided after contract award and may be updated during contract performance through written notification The Contractor shall acknowledge overflow pickup requests within one (1) business day of receipt and complete the requested pickup within two (2) business days of notification unless otherwise directed by the COR.
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5.2.4. The Contractor shall safely transport all collected waste using a properly licensed and compliant vehicle and personnel.

5.2.4.1 The Contractor shall ensure all waste is disposed of at properly licensed and authorized disposal facilities IAW environmental regulations.

5.2.5. The Contractor shall ensure performance compliance by meeting or exceeding all PRS performance standards IAW PWS Technical Exhibit A.

5.2.5.1 The contractor is responsible for ensuring its services meet the performance standards in this PWS. The Government may request service records to verify performance.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

1. DoD Manual 4160.21, Volume 1 ("Defense Materiel Disposition: Disposal Guidance and Procedures
2. Service Contract Labor Standards (SCLS) 41 U.S.C. Chapter 67 ; 29 CFR Part 4
3. Occupational Safety and Health Administration (OSHA) 29 CFR Part 1910 – General Industry Standards
4. Environmental Protection Agency (EPA) 40 CFR Parts 239–258 – Solid Waste Disposal Regulations; Resource Conservation and Recovery Act (RCRA)
5. Department of Transportation (DOT), 49 CFR – Transportation of Materials
6. New York State Department of Environmental Conservation (NYSDEC), 6 NYCRR Part 360 Series – Solid Waste Management Facilities; NYSDEC Waste Transporter Permit Requirements
7. New York State Labor Laws- Applicable wage, labor, and workplace safety requirements
8. Local (Syracuse / Onondaga County) Requirements
9. Onondaga County Solid Waste Authority (OCRRA) Regulations -Local waste disposal, recycling, and tipping requirements
10. City of Syracuse Municipal Codes-Local ordinances governing waste collection, container placement, and sanitation
11. ANSI Z245 Series – Waste Equipment Safety and Performance Standards
12. ASTM D5231 – Standard Guide for Solid Waste Collection
13. Commercial Service-Level Agreements (SLAs) for waste management services (industry best practices)

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Technical Exhibit A – Performance Requirements Summary

TECHNICAL EXHIBIT A
PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	PERFORMANCE THRESHOLD	INCENTIVE / DISINCENTIVE
Paragraph 5.2.1.1. Weekly Pickup	Completed on scheduled day	100%	Complete missed pickup within 24 hours. If uncorrected, the Government will only pay for services actually received.
Paragraph 5.2.3 On Demand/Overflow	Completed within 48 hours of notification	100%	The Contractor shall acknowledge overflow pickup requests within **one (1) business day** of receipt and complete the requested pickup within **two (2) business days** of notification unless otherwise directed by the COR.
Paragraph 5.2.1.2 Container Condition	Clean, safe, and functional	100%	Contractor shall repair, clean, or replace the non-functional/unsanitary container within 3 business days of COR notification at no additional cost to the Government