Performance Work Statement (PWS)
Refuse and Recycling Collection and Disposal Services
<u>Detachment Sandy Hook</u>
Sector New York
Northeast District

SECNY0947

January 16, 2026

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1. GENERAL

1.1. Background

The mission of the U.S. Coast Guard is to provide and maintain a safe, clean and healthy environment for all residents, military/civilian personnel and members of the public. To accomplish this mission, it is essential that the properties and facilities of the areas specified herein have qualified refuse collection and disposal services as required. The contractor shall ensure both the sanitary conditions and aesthetic appearance of federal buildings. The intent of this project is to obtain required services for the recycling and refuse collection and disposal services for U.S. Coast Guard District 1 Sector New York sub unit "Detachment Sandy Hook", located within Gateway National Park Sandy Hook, Highland NJ as described in the Performance Work Statement (PWS).

1.2. Scope

The Contractor shall provide collection of solid waste from facility, commercial, and community areas in accordance with the Performance Work Statement (PWS). These services entail refuse and recycling collection and disposal services for all Coast Guard maintained support building activities (commercial). No additional services are authorized without permission from the contracting officer or their representative.

1.3. Objective

Completion of refuse and recycling services for US Coast Guard Detachment Sandy Hook where all areas listed herein shall be a single account. This requirement eliminates separate contracts for the services at separate buildings, streamlining payment processing, and handling.

1.4. Work Hours

Refuse collection hours shall not be earlier than 0800 and continue no later than 1400. However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this PWS. Refuse collection services shall be provided between these hours unless

otherwise approved by the Contracting Officer or the Contracting Officer's Representative (COR).

1.4.1. Recognized Holidays

Routine work shall not be scheduled on Federal Holidays, or on other holidays or days of mourning declared by an Executive Order. When such a Federal Holiday occurs on a Saturday, it will be observed on the preceding Friday. When such a Federal Holiday occurs on a Sunday, it will be observed on the following Monday. If such a holiday falls on a regular workday the services shall be rescheduled in the same week to either the day preceding or the day following the holiday. The Contractor shall provide at least a two-week advance notice to the COR regarding the holiday week schedule change.

1.5. Period of Performance

The period of performance for this contract is a one-year base period with four one-year option periods as follows:

Base Period	01 February 2026 – 31 January 2027 (Base)
Option Period One	01 February 2027 – 31 January 2028 (Option Year 1)
Option Period Two	01 February 2028 – 31 January 2029 (Option Year 2)
Option Period Three	01 February 2029 – 31 January 2030 (Option Year 3)
Option Period Four	01 February 2030 – 31 January 2031 (Option Year 4)

1.6. Firm Fixed Price Work

The Contractor shall provide all labor and equipment, including containers for collection, transportation, and disposal of refuse and recyclables as described in the PWS. The quote shall be provided using a firm fixed price. The Contractor shall provide a quote with a firm fixed price for each service address in this PWS, with a grand total for all service addresses. The Contractor may submit an invoice based on the completion of service for all addresses. The invoice shall be submitted to the COR for review prior to submitting for payment.

1.7. Types of Material

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,

grass and other cuttings, tree branches and other articles of similar nature. Also included: construction debris, such as pipe, lumber and worn-out furniture. Materials NOT INCLUDED as part of this contract includes hazardous waste, explosives, or bio-hazard waste.

1.8. Optional Tasks

The Government reserves the right to request unscheduled pickups utilizing the Estimated Quantity CLINs (X002) in the schedule at the predetermined price as necessary to dispose of unexpected waste. The COR will notify the contractor when unscheduled pick-ups are necessary and provide the quantity required. The Government will fund a Not-to-Exceed (NTE) quantity in the contract for this CLIN. The contractor shall not exceed the quantity without prior modification to this contract to add additional funds. If during the performance year, the quantity of actual pick-ups under CLIN X0002 is less than estimated, the Government will de-obligate excess funds from the contract. The contractor will only be paid for actual work. Covered under optional tasks are overage fees that may be incurred from dumpsters or receptacles being overfilled at the individual address.

1.9. Performance Requirements Summary

This contract includes a Performance Requirements Summary (PRS) at PWS 17.5. The PRS plays an integral role in the administration of the contract. In addition to any applicable inspection clauses or other related terms and conditions contained in the contract, the PRS shall serve as a primary tool for inspection and acceptance of services as facilitated by the Contracting Officer's Representative (COR). Evaluation of the Contractor's overall performance shall be in accordance with the performance standards set forth in the PRS, and will be conducted by the COR. The PRS constitutes a material aspect of the contract and will not be changed or otherwise modified without prior written approval of the Contracting Officer.

2. SPECIFIC REQUIREMENTS/TASKS

2.1. Container Size, Collection Location, and Frequency

The schedule and Technical Exhibit #1 (TE-1) identify the size, type, location, and number of containers and the frequency of collection.

2.1.1. Collection Hours

Collection shall be made all buildings within this contract between the hours of 0800 through 1430 on a weekly basis. 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 submit application to the COR for approval. There will be no additional compensation for work performed outside regular working hours.

2.1.2. Collection Schedule

Once Weekly refuse and recycling collection services of all containers. Roll-Off containers (10+yds) (X002) will be picked up on an on-call basis. Contractor shall furnish all labor, tools, materials, transportation, equipment, supervision, and personnel to perform refuse and recycling services. No additional services are authorized without permission from the contracting officer or their representative. All containers will be picked up as per collection schedule referenced in Attachment 1.

The Contractor shall schedule work that will cause the least interference with normal occurrence of Government business.

2.1.3. 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 24 hours after the severe weather has terminated, unless the COR authorizes additional time.

2.2. Missed Pickups

The Contractor shall collect solid wastes at missed scheduled pickup stations within twenty-four (24) hours after discovery by the Contractor's quality control program or notification by the COR. Failure to meet this standard may result in non-payment for the service missed IAW the PRS.

2.3. Refuse Containers and Collection Stations

2.3.1. Support Buildings (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.

Support Building (Commercial) Collection

Refer to TE-1 – container service list collection size, frequency, and location - support/commercial buildings and food waste collection.

- Except where otherwise noted, all containers shall be standard commercial-industrial type, of heavy gauge metal construction, leak proof, and designed for mechanized handling.
- Containers that are mounted on wheels shall have a positive breaking/locking device to prevent inadvertent movement.
- Containers shall be freshly painted at the start of the contract, and periodically during the term of the contract to maintain a pleasing appearance.
- Containers shall be free of holes larger than 12" to include but not limited to rusted, cracked, broken panels or joints, etc. located near ground level.
- The Contractor's name and local phone number shall be prominently displayed on each container.
- Containers must remain easily accessible to customers.
- 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 provided containers ensuring they are free of unpleasant odors, dirt, debris, and pests.
- Bent, damaged, leaking, rusting, and unsightly containers shall be repaired and repainted or replaced at the Contractor's option within one week of notification by the COR at no additional cost to the government. The contractor shall perform all painting, repair and other maintenance tasks off-base. Containers which are removed from the collection site for cleaning for more than 90 minutes shall be replaced with clean equivalent size containers which meet all the requirements specified in the contract.

2.3.2. Contractor – Furnished Containers

For refuse collection at all buildings, the Contractor shall furnish all containers required for the performance of this contract listed as "Contractor Furnished" within TE-1. All contractor furnished items shall be subject to the inspection and approval of the COR or

USCG Representative 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 48 hours upon telephone notification by the Contracting Officer's Representative (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. The removal of equipment due to Contract completion or expiration shall be at the expense of the Contractor.

2.3.3. 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.

2.3.4. Relocation of Containers

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

The Contracting Officer, Contracting Officer's Technical Representative (COR) or USCG Representative may require the Contractor to relocate the containers. The Contractor will be notified verbally or in writing by the Contracting Officer or the COR at least two (2) working days prior to the event. If a verbal request is made, the Contracting Officer 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 the two (2) working day notice.

2.3.5. Refuse and Recycling Container Cleaning

The Contractor is responsible for cleaning all commercial containers and the costs associated with container cleaning. All waste and residue shall be cleaned from all surfaces. Contractor provided containers for refuse and recycling collection shall be kept

neat, painted and clean in appearance. The Containers shall always be in good working condition. The Contractor shall be responsible for the cleaning and maintenance of the containers. The COR or USCG Representative shall have the option to demand that any container be cleaned, painted or replaced if it fails to meet the above criteria.

2.4. Off-Site Disposal Requirement

All refuse collected in performance of this contract shall be disposed at a certified off-site commercial facility which complies with all applicable federal, state, and local laws, statutes and regulations. No additional off-site transfer or disposal costs will be incurred by the Government.

2.5. Refuse Disposal Fees

The Contractor shall be responsible for all fees associated with refuse disposal to include disposal fees and/or tipping fees. No additional invoice charges for refuse disposal fees of any type shall be allowed.

2.6. Bulk Refuse

Large/Bulk Items: The contractor is not required to pick up bulk items left outside or alongside of the containers that are larger than 1 cubic yard (CY). Bulk items could be trees, appliances, metal items, large construction and demolition debris, vehicle parts, etc. or any item that is larger than 1 cubic yard (CY). Contractor may delay up to 1 week for bulk pickup items to ensure removal capacity of all other containers are met first.

2.7. Contaminated Containers

Immediately prior to pick up at each location the Contractor shall inspect each container to ensure that it is not contaminated with 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 pick-up and shall notify the COR or USCG Representative as to the location and reason for non-pick up prior to departing.

2.8. Maintenance of Collection Station Area

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). The contractor will also be responsible for immediately cleaning up any spillage, debris, etc., which may occur during servicing of containers. All refuse on the ground within a twenty-five 25-foot radius 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. The contractor will be responsible for keeping collection areas free of refuse and debris. Trash containers as specified in this PWS shall be kept clean and odor free by the Contractor. It shall be the Contractor's responsibility to prevent freezing of garbage or trash to the container or to remove it if freezing does occur. The Contractor shall remove from Base and thoroughly wash, or steam clean any container that becomes objectionable due to filth, insects or odors as directed by the COR. If sprays are used, the Government encourages the Contractor to use an insecticide/pesticide product designated as an Environmentally Preferable Product by the EPA. No cost incurred by the Contractor to comply with directives from the COR to comply with the sanitary criteria outlined in this paragraph (washing of trash containers, vehicles, etc.) shall alter the contract as awarded.

2.9. Refuse Vehicles

2.9.1. Vehicle Standards

The contractor shall use vehicles specifically designed for refuse collection that have watertight bodies, and which do not permit loss of refuse. Open-box trucks, with or without canvas covers, are unacceptable for the collection of debris or bulky items. 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 always be responsible for the safe, clean, careful and efficient operation of his/her equipment and shall comply with all applicable regulations of the US Coast Guard. Speed limits as posted shall be adhered to on all USCG District 1 Bases. The Contractor shall assume full liability and is responsible for any loss or damage to Government property caused by his/her 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 all Sector New York properties for the performance of contract requirements.

2.9.2. Vehicle Maintenance & 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, orders, loose filth, and be well painted. No drippings of waste or 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 trash, garbage, recyclables, or any debris collected from the vehicle onto the USCG District 1 Bases. 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 best sanitary standards used in the waste removal industry. The COR shall have the option to demand that any vehicle be cleaned and repaired if it fails to meet the above criteria prior to allowing it to be used in the collection process. Washing of vehicles shall not be performed on Government Owned Property. The Contractor shall promptly clean up spillage of any garbage, trash, or recyclables. It shall be the Contractor's responsibility to keep the pickup areas clean, this includes any refuse in the immediate vicinity of any containers.

3. PLACE OF PERFORMANCE

The Place of performance will be for the following units and addresses:

Detachment & Station Sandy Hook	20 Crispin Road, Highlands NJ 07732

The USCG area Detachment & Sandy Hook are both located within a single area at the northwest point of Gateway National Park Sandy Hook. Access is given upon site arrival. All of the USCG is surrounded by fencing. This contract covers the full fenced area.

The contractor shall use the Engineering Building within the fenced area for all on site discrepancies if the COR cannot be reached.

4. CONTRACTOR PERSONNEL

4.1. Qualified Personnel

The contractor shall provide qualified personnel to perform all requirements specified in this PWS.

4.2. Project Manager

The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this PWS. The Project Manager shall be a single point of contact for the Contracting Officer and the COR. The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall 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 shall 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 shall be able to read, write, speak and understand English.

The designated contractor personnel shall 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/Contracting Officer. This individual shall 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 specification 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.

The Project Manager shall be available to the COR via telephone between the hours of 0800 and 1600 EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within 24 hours of notification.

The Contractor shall provide the Name(s), telephone number(s) and address(s) of the designated Project Manager or Supervisor to the Contracting Officer Within fifteen (15)

calendar days after contract award and updated as necessary during the contract period. Additionally, the Contractor shall not replace the Project Manager without prior approval from the Contracting Officer.

4.3. Employee Identification

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

4.3.2. Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All Contractor employees shall 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 always issued badge in plain view above the waist.

4.4. Employee Conduct

Contractor's employees shall 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 shall ensure Contractor employees always present a professional appearance and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

Proper adherence to all safety procedures is required prior, during and after work being performed. The contractor shall furnish all personnel with and require donning of required personal protective equipment (PPE). The contractor shall safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities, and avoid interruptions of Government operations in the performance of services. Contractor shall provide personnel who have the knowledge, qualifications, and

working experience to perform the functions outlined in the Statement of Work. The contractor shall be liable for all damages to Government equipment and property when such damage is due to fault or negligence of the contractor. The contractor shall be responsible for all damages or injury to persons that occur because of the contractor's fault or negligence. The contractor shall take proper safety and health precautions to protect the work the workers, the public, and the property of others.

4.5. Removing Employees for Misconduct or Security Reasons

The Government may, at its sole discretion (via the Contracting Officer*), 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.

4.6. Work Control

The contractor shall manage the total work effort associated with the services required to assure fully adequate and timely 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 to ensure labor and equipment are available to complete work requirements within the specified time limits and in conformance with contract terms and conditions.

4.7. Personnel Qualifications

The Contractor shall continuously maintain an adequate staff to ensure work is scheduled and completed in accordance with the quality standards herein.

Contractor personnel not in compliance may be denied access to the Coast Guard Facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the Coast Guard facility. Contractor personnel shall always have photo identification while working on Coast Guard facilities.

4.7.1. 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.

4.7.2. 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 maybe used for the uniforms except blue.

4.7.3. Communication Devices. The use of cell phones while driving (speaking or texting) on Coast Guard 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.

4.7.4. Requirements for escorted access. All Contractor's or Contractor employees accessing USCG Bases shall provide valid federally accepted identification and company ID card upon request. Contractor personnel shall check in with the Front Gate upon entry and shall sign the Contractor Log when checking in for service pick up. Contractor personnel shall have no felony convictions, no weapons, and no history of DUIs on Federal installations. Contractors and Contractor Employees shall be U.S. Citizens or eligible for employment in the U.S. (see below)

U.S. Based Locations and in the U.S. Territories. Immigration status and Employment authorization must be verified with the Department of Homeland Security (DHS) in accordance with OMB Memorandum 07-21, Verifying the Employment Eligibility of Federal Employees. Acceptable DHS documents to provide employment authorization include, but are not limited to:

- Unexpired Permanent Resident Card (I-551).
- Unexpired Employment Authorization Document (I-766).
- Unexpired foreign passport with a valid I-94 or I-94A for a class of Admission that permits employment.

Contracted companies requesting access to federal installations shall comply with all requirements for minimum escort of any of their employees or subcontracted employees, and agree to adhere to all applicable U.S. Codes, State, local and federal regulations while conducting business on or for USCG Bases.

4.8. Protection of Property

The contractor employees shall protect the existing surrounding personal belongings and property during the 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 as a result of the work at no additional cost to the government.

4.9. 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 as may be deemed necessary. The contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against his/her employees, as necessary. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the U.S. Coast Guard, and the Federal 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.

5. SAFETY REQUIREMENTS

Refuse collection workers will be working on a Coast Guard military installation and must be familiar with and obey established fire, safety, environmental and security regulations. All employees shall wear a distinctive uniform and safety equipment while refuse collection is in progress. The workers shall take necessary precautions to prevent safety hazards. The workers shall ensure that the work area is clearly always marked and take the necessary precautions to ensure safety hazards are minimized and mitigated Workers shall perform and conduct the work so as to minimize obstruction to the paved driveways and parking and walkway areas and other interference with Coast Guard operations. Refuse Collection workers must follow the latest OSHA regulations on this project. Contractor employees shall be familiar with the contractor's Safety Plan.

5.1. 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 ensure employees are familiar with the content and details of a Safety Plan. The contractor's Safety Plan shall comply with all Federal and State laws, including OSHA and regulations set forth in 2 9 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
- Assignment of Responsibility
- Safety Indoctrination and Training
- Inspections, Reports and Control of Hazards
- General Housekeeping and Cleanup
- Protection of Employees (Contactor & Government)
- Inclement or Destructive Weather Measures

All power equipment shall be operated within the safety parameters as defined by OSHA. Equipment shall 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 Coast Guard property. There shall be no visible oil or refuse spills on the road due to contractor carelessness or inadequate equipment.

5.1.1. 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 the damages, fires or accidents to the Contracting Officer in accordance with Homeland Security Acquisition Regulation (HSAR) Clause 3052.223-90 Accident and Fire Reporting (Dec 2003). 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 24 hours.

5.1.2. Results of Safety Non-Compliance

If the contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer 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.

5.1.3. Damaged Equipment or 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 cost to the Government.

5.2. 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.

5.3. Licenses / Permits

The contractor shall obtain (without any additional cost to the Government) and submit as required the necessary licenses and permits in accordance with any requirements of the municipalities, counties, and states 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 15.0 – DELIVERABLES*

5.4. Insurance

The contractor shall obtain (without any additional cost to the Government) and submit to the Contracting Officer as required the necessary Certificate of Insurance as required by FAR 52.228-5. *SEE SECTION 15.0 – DELIVERABLES*

5.5. 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-Coast Guard 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.

The Contractor shall comply with all applicable federal, state, local environmental protection and hazardous laws, statutes and regulations, as well as applicable US Coast Guard 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 Coast Guard.

The contractor shall utilize safe products and equipment and qualified personnel to ensure the health and safety of all in compliance with the Environmental Protection Agency (EPA) and the Occupational and Safety Hazard Administration (OSHA).

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 immediately 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 used 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
40 CFR 260	Hazardous Waste Management System, General
5 USC Sec 552a	Privacy Act of 1974
PL 94-580	Resource Conservation and Recovery Act

Note: COMDTINST – Commandant Instruction

6. SECURITY

Security Risk and Background Investigation Form Requirements

*There are no Background Investigation Requirements for this work. All contracted employees present on site must have a valid Government or State issued I.D.

7. TRAVEL

Contractor travel is not applicable to this contract.

8. POST AWARD

8.1. Post Award Conference

The Contractor shall attend a Post Award Conference with the Contracting Officer and the COR no later than 10 business days after the date of award. The Post Award Conference will be held via teleconference.

9. PROGRESS REPORTS

The Project Manager shall provide a *monthly* progress report to the Contracting Officer and COR via electronic mail. This report shall include a summary of all Contractor work performed, including a breakdown of labor hours by labor category, all direct costs by line item, an assessment of technical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the previous reporting period.

9.1. Progress Meetings

The Project Manager shall be available to meet with the COR upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place *via teleconference.*

10. GENERAL REPORT REQUIREMENTS

The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Windows 10, and Microsoft Office Applications).

11. PROTECTION OF INFORMATION

Contractor access to proprietary information is required under this PWS. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive but Unclassified (For Official Use Only) Information. The Contractor shall ensure that all Contractor personnel having

access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

12. GOVERNMENT FURNISHED RESOURCES

The Government will provide the following information, data and documents to the Contractor for work required under this contract:

- The Government will provide copies of the references cited in PWS 1.4 at the Post Award Conference if requested.

- The Contractor shall use Government furnished information, data and documents only for the performance of work under this contract and shall be responsible for returning all Government furnished information, data and documents to the Government at the end of the performance period. The Contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer.

13. CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in PWS 2.0 and PWS 6.0.

14. GOVERNMENT ACCEPTANCE PERIOD

The COR 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 COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

The COR 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 COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

The COR will have 10 business days to review deliverables and make comments. The Contractor shall have 10 business days to make corrections and redeliver. All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

15. DELIVERABLES

Deliverables	Frequency	No. of Copies and to Whom	Date Required
Copy of Permits and Licenses required by all local, state, and federal regulatory and legal requirements, (Para 5.3)	Updated as needed or required by any of the States or Federal Government	Two – One to the Contracting Officer and one to the COR.	Five (5) calendar days after award and before executing the work outlined in the contract and updated as necessary during the contract period
Certificate of Insurance as required by FAR 52.228-5 (Para 5.4)	Annually	Two – One to the Contracting Officer and one to the COR.	Five (5) calendar days before_contract award; then Anniversary of policy renewal (see note below)
Name(s), telephone number(s) and address(s) of the designated Project Manager or Supervisor (Para 4.2)	Updated as needed	Two - One to the Contracting Officer and one to the COR.	Within fifteen (15) calendar days after contract award and updated as necessary during the contract period
Contract Discrepancy Report (Para 16.3) (Attachment 1)	As needed	Two - One to the Contracting Officer and one to the COR.	Within five (5) calendar days of receipt from COR
Contractor collection schedules (Para 2.1)	Updates as needed	Two - One to the Contracting	Within fifteen (15) calendar days after contract award date

Deliverables	Frequency	No. of Copies and to Whom	Date Required
		Officer and one to the COR.	
Contractor schedule for initial delivery and set up of containers at each individual service address. (Para 2.1)	Updates as needed.	Two - One to the Contracting Officer and one to the COR.	Within fifteen (15) calendar days after contract award date

NOTE: The Contractor shall submit the above deliverables (reports and other) as identified in the chart above via email, traceable means, or can be hand carried.

16. QUALITY CONTROL REQUIREMENTS

16.1. Contractor Quality Control Plan (QCP)

The contractor shall develop, maintain, and submit within fifteen (15) calendar days of the contract award date the Quality Control Plan (QCP) delineating the contractor's quality control program to monitor and control their performance of services to meet the requirements of the PWS. The program shall include but not be limited to the following:

- Quality Control Process for Refuse and Recycling Collection and Disposal Services various tasks identified herein:

  a. Steps - includes a checklist used in inspecting contract performance during regularly scheduled and unscheduled inspections; method of documenting and enforcing quality control operations.

  b. Inspection Procedure - to include checklists used by the contractor, identifying the items, frequency, conformance indicators and actions taken if nonconformance occurs.

  c. Waste management procedures including identification of landfills utilized by the Contractor.

  d. Means of identifying and resolving Problems

  e. Roles and responsibilities

- Specific Quality Control Functions:
    a. A plan for ensuring the cleanliness, and serviceability of the containers, areas for containers located at each collection station and for all collection vehicles.

    b. 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

    c. Security and Safety Compliance with OSHA

    d. Compliance with EPA regulations

- Contingencies – Specify procedures to be implemented in the event of the following situations:
    a. Special Events/Emergency Situations - procedures to be used; obtaining additional employees

    b. Missed pickups/Call-Line (if refuse is not picked-up)

    c. Strike Contingency Plan - To assure the Government that there will be no significant interruption of contract services due to labor disruptions. The Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes.

16.2. Performance Evaluation Meetings

The Contract Supervisor/Site Manager, or alternate, may be required to meet at least weekly with the COR or USCG Representative 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 Coast Guard and the contractor. The minutes of the meetings shall be prepared by COR, and signed by him or her, and the Manager. If the Contractor does not concur with the minutes, they shall state, in writing, any areas of non- concurrence, and submit to the COR, within five calendar days of receipt of the signed minutes.

NOTE: Meeting may be conducted via phone conference

16.3. Contract Discrepancy Report (CDR)

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 Contracting Officer will evaluate the contractor's explanation and determine the next course of action. The contractor may request a meeting when a CDR is issued.

NOTE: Meeting may be conducted via phone conference

17. GOVERNMENT QUALITY ASSURANCE (QA) REQUIREMENTS

17.1. Fundamental Government Responsibilities

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

17.2. General Quality Assurance Functions

To facilitate the surveillance of the contractor's quality program by the Government, the COR will verify contractor 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 may update the surveillance approach when the need arises. The COR will inspect the contractor's QCP regularly for compliance with the requirements herein.

17.3. Specific Quality Assurance Functions

a. The COR or USCG Representative may inspect each task as completed or increase the number of quality control inspections if deemed appropriate due to failures discovered during quality control inspections or repeated customer complaints. If performance dictates the government may also decrease the number of quality control inspections. The government will also receive and investigate complaints from various customers

located on the installation. The contractor shall be responsible for initially validating customer complaints. However, the COR shall make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).

b. Report findings resulting from these inspections to the Contractor and Contracting Officer.

c. Perform monthly reviews of the contractor's invoices and records to ensure they adequately reflect the quantity of pickups.

d. If discrepancies are discovered because of the periodic inspections, or any other means, use the Contract Discrepancy Report (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 or USCG Representative 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).

18. 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 Performance Work Statement and 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 COR is intended unless stated otherwise.

Applicable Law - all laws, regulations, rules, orders, judgments, 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 material.

Bulk Items - discarded appliances, furniture, 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 not recyclable. It does not include abandoned automobiles.

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 receptacles 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 insure that subcontractors comply with the provisions of this contract.

Construction Materials - Roofing and similar materials 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.

Debris - grass cuttings, tree trimmings, stumps, street sweepings, and any other vegetative items; also includes roofing and construction waste and any other non-hazardous or non-regulated materials.

Delivery - placement of solid waste, recyclable materials, or organic materials by a generator in a receptacle and/or at a location that is designated for collection pursuant to the City's Municipal Code.

Discarded Materials - solid waste, recyclable materials, or organic materials by a generator in a receptacle and/or at a location that is designated for collection pursuant to the City's Municipal Code.

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.

Garbage - animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking and consumption of foods. This does not include regulated garbage (wet,

foreign garbage). Edible (or hog food) garbage is the portion of waste food which has been segregated for salvage.

Garbage and Trash Collection - an organized and systematic method of collection and transportation of garbage and trash from the designated pickup points to the site of disposal.

Generator - any person as defined by the Public Resources Code whose act or process produces solid waste, recyclable materials or organic materials as defined in the Public Resources Code, or whose act first causes solid waste to become subject to regulation.

Glass - all food and beverage containers made from silica or sand, soda ash and limestone, which include clear, brown and green bottles and jars. Neck rings, lids and labels may be left on. This definition does not include broken glass, mirrors, or other flat-glass, dishes, drinking glasses, light bulbs, or any ceramic products.

Hazardous Waste - defined by 40 CFR 261.3

Industrial Waste - wood scraps, broken furniture, refuse, garbage, debris, all types of non-hazardous.

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 and some food and soda cans.

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.

Pick-Up Points (or Stations) - locations designated by the Government where refuse is placed in containers and may be conveniently, efficiently, and regularly emptied or replaced by the Contractor.

Premises - any land or building in the city where solid waste, recyclable materials or organic materials are generated or accumulated.

Receptacles (or Containers) - cans, drums, bins, dumpsters, and multiple containers or similar receptacles which can be handled easily either physically or by mechanical truck mounted hoists.

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 that can recycled
- Bottles glass or plastic
- Tin or aluminum cans
- Glass or Plastic number 1 & 2
- Magazines, paper bags, office paper, computer paper and newspapers.

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

Refuse - includes all garbage, ashes, debris, rubbish, and other similar waste material. NOT included: explosive or incendiary waste, hazardous waste and contaminated waste from medical and radiological processes.

Refuse Collection - system of transporting refuse, including non-accountable salvage, from receptacles of identified locations and/or stations to the point(s) of disposal. Includes the hauling of garbage to the transfer station when required by the terms of salvage contract.

Residential - includes all the single family or multiple family dwellings maintained by USCG Units under the umbrella of District 1.

Rubbish - variety of non-soluble waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, refuse containers, cartons and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into combustible rubbish which can be burned readily in an incinerator or burning pit.

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 collection truck, instead of being sorted by the depositor into separate commodities (newspaper, paperboard, corrugated fiberboard, plastic, glass, etc.) and handled separately throughout the collection process. In single-stream, both the collection and processing systems 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 wastes, infectious/medical wastes, 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 refuse dislodged from containers and/or solid waste collecting equipment in the course of collection and disposal.

Support Building - facility controlled or operated by the Coast Guard other than family housing units. Also referred to as "commercial".

Transportation - the act of transporting or state of being transported.

USCG Representative – USCG Unit Engineering Officer (EO), Engineering Petty Officer (EPO) and or assistant/s

White Goods – Electrical or gas appliances such as stoves, ovens, refrigerators, washing machines, clothes dryers, dishwashers, microwave ovens, air conditioners, computers, keyboards, furnaces, and water heaters

Yard Waste - grass cuttings, tree trimmings, leaves, pine straw, limbs, and stumps.