PEFORMANCE WORK STATEMENT (PWS)
Refuse and Recycling Collection and Disposal Services
U.S. Coast Guard Base Elizabeth City, North Carolina

1.0 INTRODUCTION

The Contractor shall provide all direct and indirect labor, transportation, supervision, materials, equipment, disposal costs and all incidental and related work and service necessary refuse and recycling collection and disposal services at U.S. Coast Guard Base Elizabeth City, North Carolina, located at 1664 Weeksville Road, Elizabeth City, North Carolina, 27909, as described in this Performance Work Statement (PWS).The services shall be performed at throughout the Base Elizabeth City complex. The Contractor shall perform all services in accordance with (IAW) this PWS as well as all applicable local, state and federal regulations, along with the policies, procedures, and requirements of the selected refuse disposal site (i.e. landfill, waste-to-energy recovery facility, etc).

2.0 BACKGROUND

2.1. The responsibility of the U.S. Coast Guard Base Elizabeth City 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 responsibility, 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.

2.2 HOURS OF OPERATION. Normal working hours shall be Monday through Friday, 7amto 4pm except for Federal Holidays. Refuse collection services shall be provided between these hours unless otherwise approved by the Contracting Officer or the Contracting Officer's Representative (COR).

2.3 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. Recognized Federal Holidays are: New Year's Day, President's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

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 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

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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, 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 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.

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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 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

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• 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. Normal refuse shall not include rocks, earth, construction waste, large or heavy metal objects, large appliances, automobile body parts, explosives, chemicals, concrete, regulated garbage (wet, foreign garbage), other refuse of weights exceeding 80 pounds per object. Materials considered RECYCLABLE are not included.

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 Base Elizabeth City.

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.

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

3.0 SCOPE

3.1 The Contractor shall provide all labor and equipment necessary to perform the collection, transportation and disposal of refuse at USCG Base Elizabeth City, NC. The Contractor shall provide collection of solid waste and recycle from facility, commercial, and community areas in accordance with the Performance Work Statement (PWS).

3.2 FIRM FIXED PRICE WORK – CLINs X0001.

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 pick up at each location the Contractor 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. In the event that 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.

3.2 REQUIREMENTS WORK – CLIN X0002

Estimated quantity/unscheduled collection and disposal services – 30 cubic yard container/dumpster for Bulk Refuse.
The Government reserves the right to request unscheduled pickups utilizing the Estimated Quantity CLINs
(X0002) 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 contractor shall complete this requirement up to the limit specified in CLIN X0002. 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.

Bulk refuse collection and disposal services, utilizing thirty (30) cubic yard containers, are “on-call” requests initiated at the request of the COR as Unscheduled Collection and Disposal Services, Not to Exceed (NTE) the estimated quantity stated in the Schedule of Supplies/Services. The coordination for the delivery/collection of these containers will be directed by the Contracting Officer’s Representative (COR).

CLIN NOTE: X indicates contract performance year.
Base Year Fiscal Year (FY) 22 – 00001/00002
Option Years: One/FY23 – 10001/10002, Two/FY24 – 20001/20002, Three/FY25 – 30001/30002, Four/FY26 – 40001/40002.
3.3. CONTAINERS/EQUIPMENT – FIRM-FIXED PRICE / MONTHLY WORK
The Contractor shall supply containers in the sizes, locations, and frequency shown in **ATTACHMENT 1 – CONTAINER SERVICE LIST.**
ATTACHMENT 1 identifies the size, type, location, and number of containers and the frequency of collection.

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Also refer to **ATTACHMENT 2- BASE MAPS.**

The Government may temporarily or permanently relocate containers / adjust container locations with no change in contract price. The COR shall notify the contractor of any temporary or permanent changes in container locations prior to the next scheduled pick-up.
The Contractor and the COR shall conduct a joint inventory before commencing work under this contract to determine the exact location, condition and serviceability of containers furnished by the Contractor. The joint inspection shall identify and document any pre-existing damage or serviceability issues. 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.**

The Contractor will then either make required repairs or replace the container(s) in question. Once all contractor-furnished containers are considered ready-for-use by the Contractor and Government representative, the Contractor shall assume maintenance and repair responsibilities for any and all damage to the containers as a result of contractor's negligence or improper use, other than normal wear and tear.
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 so acquired shall remain the property of the Contractor. 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. 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. Periodic servicing, maintenance, and repair shall be provided at no additional 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.
Any Government-furnished equipment shall not be removed from the Base unless approved by the COR in writing, except as otherwise specified.

3.4. CONTAINER/EQUIPMENT – REQUIREMENTS FOR BULK REFUSE
The Contractor shall provide/stage FOUR [4] thirty cubic-yard [30 CY] capacity roll-off BULK container/dumpster in the Base Elizabeth City Qualified Recycling Yard / Recycling Compound (or other location as directed by the COR). See **ATTACHMENT 2- BASE MAPS.**
Contractor-furnished containers shall be in good, serviceable condition, free of excessive rust, dents, and similar damage. The contractors name and/or business logo shall be stenciled or otherwise properly affixed to both sides of the container. This container will be used to collect BULK REFUSE such as (but not limited to) building and construction debris, broken concrete, rock, rubble and other earthen materials, furniture, scrap wood, wood chips, small appliances, electronics, office equipment, leaves, lawn and garden debris and other grounds maintenance debris. No hazardous materials or hazardous waste will be placed in these containers. The contractor shall maintain a 30-CY dumpster at the designated location at all times.
The Contractor shall be notified by the COR when the Contractor-furnished 30 CY dumpster is full and requires emptying. Collections for these containers will be coordinated and directed by the COR and shall be made at the time specified.

3.5 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, grass and other cuttings, tree branches and other articles of similar nature. Also included is construction debris such as pipe, concrete block, lumber and worn out furniture. Materials NOT

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INCLUDED as part of this contract includes hazardous waste, explosives, bio-hazard waste, edible garbage or other salvageable material (when separated and identified by responsible persons as salvage).

3.6 POST AWARD CONFERENCE. At least 5 days before contract start date, the Contractor/Project Manager shall schedule a pre-start meeting. This meeting will include the Contracting Officer/Specialist, Contracting Officer's Representative (COR), Environmental staff and other Base Elizabeth City 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 the contract.
- Coordination of access to the working areas
- Verification of the quantities and location of refuse collection areas

4.0 APPLICABLE PUBLICATIONS AND APPENDIXES

The Contractor shall comply with all applicable Federal, State of North Carolina, 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 unused forms.
Note: COMDINTS – Commandant Instruction

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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

5.0 TECHNICAL REQUIREMENTS

5.1 GENERAL. Other than any listed Government-furnished containers, the Contractor shall furnish all necessary equipment, materials and supplies necessary to perform under the terms and condition s of this contract. The Contractor will not have access to office space/operational areas, equipment, utilities or any Government materials. All contractor-furnished equipment, materials and supplies shall be subject to the inspection and approval of the Contracting Officer's Representative (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 48 hours upon telephone notification by the Contracting Officer's Representative (COR).Upon completion of the contract, all contractor-furnished equipment shall be removed from the sites prior to approval of the final payment.

5.2 REFUSE DISPOSAL. The contractor shall transport and dispose of all solid waste at a certified offsite 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. Disposal shall be in accordance with existing local, state, and federal regulations along with the policies and procedures of the disposal facility.

5.3 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.

5.4 CONTRACTOR-FURNISHED CONTAINERS – GENERAL. Containers shall be constructed of molded polyethylene plastic, with a lock-on cover and heavy-duty wheels. 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 the Government representative shall be replaced within one working day. 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. 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

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serviceable. The contractor shall maintain all contractor and government 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.

5.5. CUBIC YARD CAPACITY. Proposed capacity of containers is indicated in **ATTACHMENT 1.** The government reserves the right to change the cubic yard capacity at any collection station or change the number of collection stations as long as it does not increase the overall total cubic yard capacity requirement of this PWS. The government may also reduce the frequency of collections.

5.6 BULK REFUSE COLLECTION AND DISPOSAL - GENERAL. A wide variety of bulky solid waste will be deposited/collected in the contractor-furnished Roll-on/Roll-off container. The government will not overfill the bulk container. The volume of refuse deposited in the container will be limited to the height (sides) of the container. The COR shall notify the contractor when the bulk container is full and requires removal and emptying. The Contractor shall respond within 2 business days of COR notification. The Contractor shall provide a replacement container at the time of picking up the full container. A Contractor-furnished Roll-on/Roll-off container shall remain on site at all times. Bulk solid waste may include, but is not limited to, discarded furniture, mattresses, lumber, packing cartons, appliances, and construction debris. All or any combination of the above may be placed into the same container. The contractor shall place all bulk items that are within 10 feet of/adjacent to the 30 cubic yard container into the container. In the event that the container is overfilled, the contractor shall remove any excess items from the container being collected and place them into the replacement container. Construction material and residential solid waste consisting of bulky items (i.e. discarded furniture, toys, lumber and other large material generated by our housing occupants) will be the primary type of refuse in these containers. All material collected by the Contractor from these containers is the Contractor’s responsibility to dispose at an off base disposal facility. The Contractor shall be responsible for all fees associated with bulk refuse disposal to include disposal fees and/or tipping fees. No additional invoice charges for refuse disposal fees of any type shall be allowed. The contractor shall obtain all necessary permits for disposing of refuse and submit within fifteen (15) calendar days after contract award. 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 the following day. The contractor shall deliver an empty container and collect the full container before noon the following day. After pickup of a full bulk waste container, an empty bulk waste container shall be placed within 3 hours or no later than noon whichever is earlier.

5.7 MAINTENANCE OF COLLECTION AREAS AND CONTAINERS.
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 spills, debris, etc., which may occur during servicing of containers. All refuse on the ground within a 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

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Elizabeth City 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. Contractor-furnished containers shall be thoroughly empty, clean, odor free and free of any vermin or other pests prior to staging on government property. 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.

5.7.1 Container Maintenance. The contractor shall be responsible for all damage to containers other than normal wear and tear. Damaged/broken lids shall be promptly repaired or replaced (within one week) of occurrence and/or notification to the COR. The Contractor shall notify the COR when containers are no longer serviceable and/or require repairs, which is the responsibility of the Contractor.

5.7.2 Cleaning of Containers. 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. The Contractor shall steam clean and sanitize all containers on an annual basis. Container cleaning shall be accomplished off of government property at the Contractor's facilities or other approved location. Removal / cleaning of the containers shall be accomplished on weekend(s) to minimize disruption and impact to government operation. Containers may be removed after 1600 on Fridays and shall be returned to designated locations no later than 0700 Monday mornings. No more than 25% of government containers shall be removed at any one time. Scheduling and coordination of container cleaning shall be coordinated with the COR. The Contractor shall provide seven (7) days advance notice prior to removing dumpsters for cleaning. The government reserves the right to limit which containers may be removed as necessary to support ongoing operations.

Annual cleaning / container removal exception –

The following shall be steamed-cleaned and sanitized on a quarterly basis:

Building 7 (All-Hands Club – quantity 1)
Building 23 (Barracks/Galley –quantity 3)
Building 28 (Beach Pavilion – quantity 1)

Containers must remain at Bldg 7 – All-Hands Club, and Bldg 28 – Beach Pavilion, and Bldg 23 – Barracks/Galley at all times. When the Contractor removes containers from these locations for cleaning, the Contractor shall relocate containers from other locations to backfill these sites. Locations for containers to be relocated to cover these sites shall be coordinated with the COR.

5.8 REFUSE VEHICLES

5.8.1 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 at all times be responsible for the safe, clean, careful and

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efficient operation of his/her equipment and shall comply with all applicable regulations of Base Elizabeth City. Speed limits as posted shall be adhered to on Base Elizabeth City. 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 any and 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 Base Elizabeth City for the performance of contract requirements.

5.8.2 Weighing of Vehicles**.** All vehicles used in the collection process shall be free of refuse upon arrival to the Base on the denoted collection dates and will be subject to inspection by the COR. Outgoing vehicle weights shall be recorded on weigh tickets provided by the operator of Disposal Facility.

5.8.3 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, 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 Coast Guard Base Elizabeth City and surrounding area. 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 Coast Guard Base Elizabeth City or surrounding area. 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 so that no insects or odors can be detected this includes any refuse in the immediate vicinity of any containers.

5.9. WORK SCHEDULE/PLAN. 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. Approved schedules shall be adhered to, and all proposed changes shall be approved by the COR and submitted at least (3) working days in advance.

5.10. COLLECTION HOURS/FREQUENCY. Refer to **ATTACHMENT 1.**
Service is scheduled for Tuesdays or Tuesdays/Fridays. Collection shall be between the hours of 7am and 4pm. 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.

5.11. HOLIDAY SCHEDULE. When a scheduled collection day falls on a holiday, all scheduled collections shall be made on the following workday. All rescheduled holiday collections shall be accomplished in addition to all normal collections for that day, and at no additional cost to the Government.

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5.12. INCLEMENT WEATHER SCHEDULE. During severely inclement weather, solid waste shall be collected in accordance with the established scheduled, unless specific approval to delay collections is requested by the Contractor and approved by the COR. Such approval will normally be granted only in cases of particularly severe weather. When approval to reschedule collections is granted, the contractor shall make up all missed collections within 24 hours after the severe weather has terminated, unless the COR authorizes additional time.

5.13. 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.

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

5.15. 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.

5.16. RELOCATION OF CONTAINERS. The Government reserves the right to change locations of containers/dumpsters during the length of the contract and shall notify the contractor prior to relocation.

The Contracting Officer or Contracting Officer’s Representative (COR) 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 need date. 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 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.

The Government may congregate multiple dumpsters and/or add spare dumpsters from spare inventory in various locations to support special events such as Coast Guard Day, recreation days, concerts, etc. The COR will provide the Contractor a minimum of seven (7) days advance notice of special event dumpster locations.

5.17 HAZARDOUS MATERIALS. The Contractor shall inform the COR of any hazardous materials (i.e. batteries, tires) found in the performance of this project and ensure they are not disposed of until coordinated by the Government Environmental Technician.

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5.18 DAMAGED PROPERTY/EQUIPMENT. 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.

5.19 WASTE COLLECTION DISPOSAL REPORT. The Contractor shall submit a monthly report of the volume of waste collected from the containers and delivered to the landfill (or other disposal site). The report shall be submitted along with the contractor's monthly invoice and shall include copies of trip tickets from the landfill (or other disposal site). The exact format/content of the report shall be coordinated with the COR.

5.20 LICENSES AND 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 municipality, county, and state of NORTH CAROLINA 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. The Contractor shall submit, within fifteen (15) calendar days after contract award, copies of disposal permits or other written documentation of approval and suitability of landfill or other final disposal methods. The Contractor shall provide a Certification Letter from the landfill (or other disposal site) for each location(s) refuse is delivered.

6.0. DELIVERABLES

The Contractor shall submit the following deliverables (reports and other) as identified in the chart below via email in MS Word format, PC combatable.

DELIVERABLES	**FREQUENCY**	**# OF COPIES – DISTRIBUTED TO**	**DATE REQUIRED**
Certificate of Insurance Required by HSAR 3052.228-70 and 52.228-5	Annually	TWO – Contracting Officer only	With Proposal submission if available but no later than 15 days after award; annually post-policy renewal
Quality Control Plan Paragraph 8.0 of PWS	Update as revised	TWO – Contracting Officer and COR	Within fifteen (15) days after contract award date
Safety Plan (as part of Quality Control Plan) Paragraph 7.6 of PWS	Update as revised	ONE – COR	Within fifteen (15) days after contract award date
Disposal Permits and Licenses required the State Paragraph 4.0, 5.6, 5.20 of PWS	Update as revised	ONE – Contracting Officer	ONE – Contracting Officer
Vehicle Route and Collection Schedule Paragraph 5.1.2 of PWS	Updated as needed	ONE – COR	Within fifteen (15) days after contract award date
Vehicle/Container Cleaning Schedule	Updated as needed	TWO – Contracting Officer and COR	Within fifteen (15) days after contract award date

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Project Manager or Supervisor Information [Name, Telephone, and Address]	Updated as needed	TWO – Contracting Officer and COR	Within fifteen (15) days after contract award date
Employee Roster (List of all personnel proposed to work on this contract)	Updates as needed	ONE – COR	Within fifteen (15) days after contract award date
Joint Inventory of Containers/Equipment Paragraph 3.3 of PWS	As needed	ONE – COR	Ten (10) days prior to commencing work under this contract
Contract Discrepancy Report ATTACHMENT 4 Paragraph 8.3 of PWS	As needed	TWO – Contracting Officer and COR	Within five (5) days of receipt from COR
Solid Waste Trip Ticket Report Paragraph 5.19	Monthly	ONE – COR	With monthly invoices

7.0 CONTRACTOR PERSONNEL REQUIREMENTS/QUALIFICATIONS

7.1 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.

7.2 Management. The contractor shall provide an adequate staff with the necessary management expertise to assure the performance of the service required. 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 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 provide an adequate staff with the necessary management expertise to assure the performance of the service required.

7.3 Personnel Qualifications.

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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 to the COR 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. **SEE SECTION 6.0 – DELIVERABLES.**

Contractor personnel not listed 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 have photo identification at all times while working on Coast Guard 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 Contracting Officer prior to their commencing work under this contract.

b. Language Requirement. The contractor must include contractor representative's that are 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 maybe used for the uniforms except blue.

d. 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.

e. Security Passes. Employee personnel shall check in with the Front Gate upon entry and shall sign the Contractor Log when checking in for service pick up; and will be issued a day-security pass from the Security Office. Each employee must show a valid driver's license and company ID card to be issued a security 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 Coast Guard installation shall have a valid Driver's License in possession at all times they are in the vehicle.

7.4 Security Background Check. Contractor shall comply with all facility security requirements, security regulations and directives as identified herein and other security requirements cited elsewhere in the contract. Prior to employee's assignment to perform, the contractor shall submit to the COR proof of a satisfactory security background or local police records check. For any subsequent hiring, the security background check shall be submitted to the COR prior to employee start date. The contractor's failure to meet security background or local police checks as specified shall not constitute an excuse for nonperformance under this contract.

7.5 Safety Practices. 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

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the work area is clearly marked at all times and take the necessary precautions to ensure safety hazards are minimized and mitigated The 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.

7.6 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 15 days after contract award, and shall updated plan as needed. The contractor shall ensure employees 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 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.
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.

7.7 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.

7.8 Protection of Property. The contractor employees shall protect the existing surrounding personal belongings and property during the course of 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.

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7.9 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.

8.0 QUALITY CONTROL REQUIREMENTS

8.1. QC Program/Inspection System shall be designed to keep the Contractor's management informed of all issues affecting quality to include timely and effective corrective actions. The Quality Control Plan records of inspections shall 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 Quality Control Plan includes timely and effective corrective action for all deficiencies identified by the Government.

8.2. Contractor Quality Control Plan (QCP). **SEE SECTION 6.0 – DELIVERABLES.**

The contractor shall develop, maintain, and submit within fifteen (15) 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:

I. 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

I. Specific Quality Control Functions:
a. A plan, identifying all collection routes for each designated area and pick-up which falls within the timeframe and days specified in the PWS.
b. A schedule for periodic cleaning by dates and areas for containers located at each collection station and for all collection vehicles (to be updated as required).
c. 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

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d. The name(s) of the individual(s) that will perform the inspections.
e. Security and Safety Compliance with OSHA
f. Compliance with EPA regulations

III. 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.

8.3 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 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.

8.3. 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. The CDR is included as **ATTACHMENT 4.**

9.0 GOVERNMENT QUALITY ASSURANCE (QA) REQUIRMENTS

9.1 Fundamental Government Responsibilities. The Contracting Officer's Technical 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.

9.2 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 will periodically update the surveillance approach when the need arises. The COR will inspect the contractor's QCP regularly for compliance with the requirements herein.

9.3 Specific Quality Assurance Functions. The COR will establish an Inspection Schedule using the Quality Checklists from the contractor's QCP.
The COR will perform the following qualitative and evaluative functions, which comprise the Government Quality Assurance Surveillance Plan (QASP), per **ATTACHMENT 5.**

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a. Periodic inspections using the Quality Checklists to evaluate the contractor's performance to ensure contract services are received. The COR will evaluate the contractor's performance through intermittent on-site inspections of the contractor's quality control program and review of received complaints from base personnel, if any. The COR 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 reports and records to ensure they adequately reflect the quantity of refuse disposed.
d. If discrepancies are discovered as a result 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 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 nonconcurrence 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).

END PERFORMANCE WORK STATEMENT

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Performance Requirements Summary (PRS).

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:

Performance Objectives	**PWS Paragraph**
Collect and dispose of refuse materials in accordance with the established schedule.	5.9, 5.10, ATT 1
Maintain equipment in proper working. Vehicles shall be washed and free of odors.	5.7, 5.8
All spillage, which is any refuse dislodged from containers and/or solid waste collecting equipment in the course of collection and disposal, removed. Containers returned to original location in an upright position with lids securely in place.	5.0
Correct missed pickups within 24 hours.	5.14
Perform Requirements Work container deliveries and disposal as required by the COR.	3.2, 3.3, 5.6

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