

PERFORMANCE WORK STATEMENT
Refuse Collection and Recycling Services
FY – 2023 Rev. 3

1. GENERAL. This is a non-personal services contract to provide refuse collection and recycling services in support of the 99th Readiness Division (RD). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract services providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1. DESCRIPTION OF SERVICES. The contractor shall provide all personnel, supplies, supervision, tools, materials, equipment, transportation, fuel and other items and non-personal services necessary to provide refuse collection and recycling services in accordance with this Performance Work Statement (PWS) except as those items specified as government furnished property and services. The contractor shall perform to the standards in the contract as well as all local, state and federal regulations.

1.2. OBJECTIVE: The result of this contract is to provide a clean, environmentally safe workplace free of debris and pests.

1.3. SCOPE. Refuse collection and recycling services are to be performed on all contractor provided containers as detailed in the site plan.

1.4. PERIOD OF PERFORMANCE. The period of performance shall be for one 12-month base year and four 12-month option years.

1.5. GENERAL INFORMATION.

1.5.1. QUALITY CONTROL. The contractor shall maintain effective quality control to ensure services are performed in accordance with this PWS. The contractor's quality control is a means by which he assures himself that his work complies with the requirement of the contract.

1.5.2. QUALITY ASSURANCE. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). The plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The Government will utilize the refuse collection and recycling inspection sheet found at Exhibit 2 to document quality of services provided.

1.5.3. HOURS OF OPERATION. The contractor is responsible for conducting business between the hours of 8:00 AM to 4:30 PM, Monday through Friday except Federal Holidays or

when the Government facility is closed due to local or national emergencies, administrative closings, or similar directed facility closings. No work shall be performed during non-duty hours, weekends or when the Government has no workforce on duty available for inspection of the Contractor's work unless prior approval has been obtained. The contractor must maintain an adequate workforce for uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

1.5.3.1. RECOGNIZED FEDERAL HOLIDAYS: Any reference to holidays shall be construed to mean the Government/Federal holidays listed below:

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

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday will be observed as a legal holiday. If a holiday falls on a scheduled Contractor workday, the following preceding workday will be used to schedule the work to be accomplished.

1.5.4. PLACE OF PERFORMANCE. The work to be performed under this contract will be performed at: 8791 Snouffers School RD, Gaithersburg MD 20789-1624 (MD013) & 1850 Baltimore RD, Rockville MD 20851-1203 (MD021)

1.5.5. TYPE OF CONTRACT. The Government will award a Firm Fixed Price contract vehicle.

1.5.6. PERSONNEL. The Contractor shall provide the Contracting Officer, and the Regional Facilities Operational Specialist (RFOS) or Contracting Officer Representative (COR) or with a list of the names of employees or alternates to be employed in performance of the work 15 calendar days of contract award. The Contractor shall also notify the RFOS or COR with any additions or deletions to the list of employees immediately.

1.5.6.1 Employees of the contractor assigned for performance of this contract shall be capable employees with sufficient experience and training to assure compliance with the contract requirements. All employees must be able to communicate in English. The employees shall be required by the Contractor to maintain themselves and their clothing in a neat and clean manner. A fully qualified workforce shall be on board no later than the second week of the contract.

1.5.6.2. CONTRACTOR REPRESENTATIVE. The contractor shall provide an onsite contractor representative who shall be physically present during normal duty hours to conduct overall management coordination and furnish liaison with the government. The contractor representative shall be the point of contact with the government and shall have authority to act or make decisions for the contractor on all matters pertaining to this contract.

1.5.6.3. CONDUCT OF PERSONNEL. The Contracting Officer may require the contractor to remove from the job site any employee working under this contract for reasons of misconduct, security, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor employee shall be subject to dismissal from the premises upon determination by the contracting officer that such action is in the best interests of the government. The installation commander has the authority to bar individuals from the installation. Such removal from the job site or dismissal from the premises shall not relieve the contractor of the requirement to provide sufficient personnel to perform the services as required by this PWS.

1.5.7 IDENTIFICATION OF CONTRACTOR EMPLOYEES. All contract personnel working in situations where their contractor status is not obvious to third parties are required to identify themselves. This may be accomplished by wearing clothing bearing the name of the company or by wearing clearly written and visible nametags which contain the company name and employee name at all times, as such to avoid creating an impression in the minds of members of the public that they are Government officials.

1.5.8. ORGANIZATIONAL CONFLICT OF INTEREST. The contractor shall not employ any employee of the United States Government or the Department of Defense, either military or civilian, if such employment may create a current or subsequent Organizational Conflict of Interest (OCI) as defined in Federal Acquisition Regulation Subpart 9.5. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary.

1.5.9. SECURITY REQUIREMENTS. Contractor personnel or any representative of the contractor entering the Reserve Center shall abide by all security regulations and shall be subject to security checks. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.5.10. VEHICLE OPERATION. Contractor personnel operating motor vehicles used in performance of this contract shall have a valid state operator's license and shall operate all motor vehicles in accordance with policies and procedures established by the Reserve Center. The contractor's vehicles shall have an identification tag clearly visible while on site.

1.5.11. HAZARDOUS AND SPECIAL WASTE. All special waste (Section 2. Definitions) and hazardous materials as defined in the Resource Conservation and Recovery Act of 1976 shall not be collected under this contract.

1.5.12. SAFETY. The contractor shall maintain a safe working environment to prevent accidents and preserve the life and health of contractor personnel and Government personnel. The Contractor shall instruct employees in appropriate measures as specified by the applicable provisions of the Occupational Safety and Health Act, 1970, PL 91-596 (84 Stat 1590).

1.5.13. WORK SCHEDULE

1.5.13.1. ROUTES/SCHEDULE SUBMITTALS. The contractor shall establish vehicle routes and collection schedules. Unless specified in the contract line item, the day of pickup will be the contractor's normal day of the week according to the route on which the government facility will fall by virtue of location. The contractor shall identify to the Contracting Officer and RFOS/COR via email the pickup day for each location listed in the line items within five days after contract award. It is the responsibility of the contractor to ensure there is appropriate access to the facility. The RFOS/COR must approve the schedule prior to the start of work. No changes are allowed to the schedule without RFOS/COR approval.

1.5.13.2. SPECIAL SCHEDULES. The contractor may be required by the RFOS/COR to make unscheduled collection, disposals and relocate containers for special events or other occasions, not to exceed the total number of frequencies per the contract line item. The government will provide the contractor a minimum of 24-hour notice of such change.

1.5.13.3. INCLEMENT WEATHER SCHEDULE. The contractor shall collect refuse and recyclable material during periods of inclement weather. In cases of severe weather, the Contracting Officer 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 Contracting Officer authorizes additional time. Rescheduling to provide make-up removals and disposal shall not be a basis for a claim by the contractor for additional compensation.

1.5.13.4. Except as otherwise specified, all work shall be performed during the Government's regular working hours, as specified in section 1.5.3.

1.5.14. INTERFERENCE WITH GOVERNMENT BUSINESS. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and a mission. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference and inconvenience of the customer.

1.5.15. PROTECTION OF GOVERNMENT PROPERTY

1.5.15.1. The Contractor shall assume full liability and responsibility for any loss or damage to Government property caused by his operations and shall assume full responsibility for any and all damages or claims for damage for injury to persons, property or equipment which might result from any service performed under this contract.

1.5.15.2. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement if necessary.

1.5.16. OTHER REQUIREMENTS.

1.5.16.1. The Contractor shall at all times observe and comply with, and shall cause all the agents and employees of the Contractor to observe and comply with, all such existing and future laws, regulations, ordinances, by-laws, orders and decrees; and shall protect and indemnify the 99th Readiness Division against any claim or liability arising from or based upon the violation of any such laws, regulations, ordinances, by-laws, orders and decrees, whether by the Contractor or its agents or employees.

1.5.16.2. The Contractor shall provide the RFOS/COR with a copy of State and Federal licenses, operating permits and certifications from his contracted disposal facility, recycling facility and contingency facilities (see 1.5.16.4 below) within five working days of award of the contract.

1.5.16.3. The Contractor is required to submit a copy of monthly invoices to the RFOS/COR within five days after month of service.

1.5.16.4. The Contractor will be required to submit to the Contracting Officer a contingency plan for the disposal and/or recycling of solid waste in the event of a breakdown of the Contractor's selected disposal site, or a breakdown of the Contractor's supplied equipment. The contractor shall submit his contingency plan to the Contracting Officer within three working days after the event. The Contractor's contingency plan, at a minimum, shall address the following items:

- Natural disasters, i.e. earthquakes, major incapacitating storms and floods.
- Labor disputes and strikes.
- Alternative disposal and recycling options available to the Contractor, should the primary disposal and/or recycling facility be inoperable.

A written agreement must be submitted to the Contracting Officer indicating an agreement has been made between the Contractor and the provider for the ultimate disposal site.

- If the Contractor selects a waste reduction method (i.e. incineration), the Contractor will be required to submit an agreement between the Contractor and the facility that would landfill the residue (i.e. ash).
- How and when the Contractor will supply the Government with an adequate replacement to the Contractor's furnished equipment and accessories in case of emergency or breakdown.
- How and when the Contractor will furnish replacements for all transfer vehicles, equipment and accessories removed for cleaning, maintenance, or repair to ensure that the refuse collection operation will not be affected and/or interfered in any way by the Contractor.

2. DEFINITIONS. As used throughout this contract, the following terms shall have the meaning set forth below.

2.1. CONTRACTING OFFICER. The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

2.2. CONTRACTOR. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of the contract.

2.3. CONTRACTOR REPRESENTATIVE. A foreman or superintendent assigned in accordance with paragraph 1.5.6.2.

2.4. REGIONAL FACILITIES OPERATIONAL SPECIALIST (RFOS). A designated individual who shall have the primary responsibility for assuring that all supplies, service or workmanship presented to or performed for the Government meet all conditions of the contract.

2.5. CONTRACTING OFFICER REPRESENTATIVE (COR). The Government employee designated by the Contracting Officer to be responsible for monitoring of Contractor performance.

2.6. ACCEPTABLE WASTE. All types of combustible and non-combustible materials (excluding hazardous or special waste and sewage sludge) as normally and regularly appear in solid waste generated by offices, clubs, cafeterias, dining facilities, warehouses and other non-manufacturing activities.

2.7. RECYCLABLE MATERIALS. All materials which are normally collected and sorted for reprocessing into new or different commodities. Present normal collection and sorting are

aluminum or steel cans, clear and colored glass, plastics, white/mixed office paper, computer paper, newspaper, magazines, catalogs, pressed paper, and corrugated cardboard. These items may change and others items be added to the recyclable materials list as markets are developed and expanded.

2.7.1. PLASTICS #1. Resin Identification Code number 1 entitled polyethylene terephthalate. Most commonly found in beverage bottles, which are widely recyclable and accepted at most off-site disposal locations.

2.7.2. PLASTICS #2. Resin Identification Code number 2 entitled high density polyethylene. Some beverage containers, such as milk jugs, which are widely recyclable and accepted at most off-site disposal locations.

2.8. HAZARDOUS AND SPECIAL WASTE. Any material which poses a hazard to health and/or environment as defined in the Resource Conservation and Recovery Act (RCRA) of 1976 and regulations implementing those laws and similar local laws and regulations. Such wastes include but are not limited to those materials which are toxic, corrosive, ignitable or reactive, requiring special handling and procedures for disposal. This waste shall not be collected as part of this contract.

2.9. BULKY WASTE. Large waste items such as household appliances, furniture, large auto parts, tree, branches, stumps, wood, metals, and other oversize wastes whose large size precludes or complicates their handling by normal solid wastes collections, processing or disposal methods.

2.10. TRANSFER STATION. A solid waste handling facility used for the consolidation of waste in preparation for transporting to a point of further processing and ultimate disposal.

2.11. TRANSFER VEHICLE. Any vehicle used for the transportation of solid waste from the point of waste origin to a point of further processing or ultimate disposal.

2.12. QUALITY CONTROL PROGRAM (QC). Contractor's system of controlling the equipment, system or services to ensure the requirements of the contract are met. Contractor is responsible for QC and for offering to the Government for acceptance only those samples or services conforming to contract requirements.

2.13. CONTAINERS. Suitable containers include dumpsters, recycling bins and totes. Containers are labeled with items both permitted and prohibited, and are non-leaking receptacles equipped with a lid. Containers must be of a size as detailed within this PWS.

2.14. COLLECTION. Solid Waste collection is an organized and systematic method of transporting solid waste from the point of generation or from pickup points to site of disposal or a materials recovery facility.

2.15. DISPOSAL. Disposal is the process of spreading and covering in sanitary fills, spreading and covering in landfills, and dumping in public dumps, or other solid waste disposal facility.

2.16. SOLID WASTE. Solid waste means all those materials that are not liquid waste but includes recyclables, refuse, rubbish, garbage, ash debris, yard waste and under certain conditions, hazardous waste.

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

2.16.2. GARBAGE. Garbage is a category of solid waste. Garbage means animal and vegetable waste (and containers thereof, but not including recyclable containers) resulting from the handling, preparation, cooking and consumption of foods. Edible or hog food garbage is the portion of waste food which has been segregated for salvage or for composting.

2.16.3. ASH. Ash is a category of solid waste. Ash means the residue from burned wood, coal, coke and other combustible material.

2.16.4. DEBRIS. Is a category of solid waste. Debris, often referred to as “Construction and Demolition” or “bulky waste”, means roofing materials, plastic siding, stone, masonry, brick, concrete, tile, Formica, plasterboard (drywall), non-recyclable glass, etc. Not included in this category are grass clippings, leaves, and yard waste, stumps, and wood waste, scrap metal and similar waste materials.

2.16.5. RUBBISH. Is a category of solid waste. Rubbish means a variety of unsalvageable materials such as floor sweepings, paper wrappings, non-recyclable containers, cartons, and similar articles not used in preparing or dispensing food. It is easier to define rubbish as any material that is not a recyclable, not debris, not ash, not yard waste and not garbage.

2.16.6. YARD WASTE. Is a category of solid waste. Yard waste means leaves, grass clippings, brush and small stumps.

2.17. MATERIALS RECOVERY FACILITY (MRF). Materials Recovery Facility is a center where recovered solid waste materials are delivered for processing and marketing. MRF's usually have a State permit to operate.

2.18. RECYCLABLE. Any material which can be recovered before final disposal, processed and marketed or used to make a new product.

2.19. COMMINGLED. Any combination of recyclable materials which, when combined in one container, do not contaminate or affect the quality of the materials.

2.20. NON-MARKETABLE MATERIAL. Recyclable material and bulky waste that is either not accepted or is rejected at the disposal center.

3. GOVERNMENT FURNISHED ITEMS AND SERVICES. The Government will provide the property and services listed below.

3.1. The Government will maintain in safe condition roadways and motor vehicle maneuvering areas within the recycling site to facilitate the flow of vehicles and disposal of refuse/recycling.

3.2. The Government will provide snow removal within the recycling area.

3.3. Insect and rodent control measures will be provided including but not limited to use of effective insecticides and rodenticide.

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES.

4.1. GENERAL. The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS. Material, equipment, and supplies provided shall be of acceptable commercial grade and quality.

4.2. GOVERNMENT APPROVED CONTAINERS. Collection of refuse and recyclable materials in all areas shall be from contractor-provided, government-approved containers recycling bins, and totes. At a minimum the contractor shall provide fire resistant, waterproof, rodent proof recycling containers in sufficient quantities and sizes for the requirements of this contract. The contractor shall position containers to minimize interference with adjacent parking areas, sidewalks, roadways, overhead utilities, trees, and other potential obstructions as detailed in the site plan.

4.2.1 The Government will not be responsible in any way for the Contractor's supplies, materials, equipment or personnel belongings that may be damaged or lost by fire, theft, accident, other conditions or circumstances.

5. SPECIFIC TASKS.

5.1. The contractor shall provide the refuse collection and recycling services described herein.

5.2. COLLECTION REQUIREMENTS

5.2.1. CUBIC YARD CAPACITY. The government requires two 8 cubic yard dumpsters for each location, as specified in PWS paragraph 1.5.4. One dumpster shall be provided for refuse

collection and one shall be provided for Recyclables to be serviced once a week. The contractor shall notify the Government if the size of the containers stated above are inappropriate for the occupancy of the facility based on services provided during the period of performance.

5.2.2 ROLL OFF CONTAINERS. The government requires two (2) 15 yard roll off containers, per location specified in the PWS paragraph 1.5.4, as needed one each for wood and metal disposal. The pick will be up to 1 times a year per container of each as requested by the RFOS/COR.

5.2.3. MAINTAINING CONTAINERS AND COLLECTION AREA. When applicable and specified as line item. 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 shall be responsible for immediately cleaning up any spills, debris, etc., which may occur during servicing of containers. All refuse on the ground within ten feet of the container, whether spilled by the contractor or placed there by center personnel, shall be picked up by the contractor during collection. The contractor shall collect debris placed at collection stations; for example, sacks, cartons, boxes, cans, tied bundles, or other containers. The contractor will be responsible for keeping collection areas free of refuse and debris.

5.2.4. RECYCLABLE MATERIALS PROCESSING. When applicable and specified as line item. The contractor shall provide all containers, transportation and delivery of recyclable material to a licensed off-site recycling center. Contractor shall abide by all Federal, State and local laws and Army regulations as they pertain to recyclable materials processing.

5.2.5. REFUSE PROCESSING. When applicable and specified as line item. The contractor shall provide all containers, transportation and delivery of refuse collection to a licensed off-site disposal center. The contractor shall have dumpsters and recycle bins delivered to site no later than five (5) calendar days after effective date of contract. Removal of contractor equipment within five (5) calendar days of cancellation or end of contract period. Contractor shall abide by all Federal, State and local laws and Army regulations as they pertain to refuse processing.

5.2.6. BULKY WASTE PROCESSING. When applicable and specified as line item. The contractor shall provide all containers, transportation and delivery of bulky waste to a licensed off-site disposal center. Not included for pick up is waste of scrap building materials which result directly from construction work accomplished by contractors or nuclear waste or any other materials prohibited by local, State and Federal regulations. Contractor shall abide by all Federal, State and local laws and Army regulations as they pertain to bulky waste processing.

5.3. DISPOSAL.

5.3.1. OFF-SITE DISPOSAL. The contractor shall transport and dispose of all solid waste at a licensed off-site disposal center selected by the contractor. Contractor shall abide by all Federal, State and local laws and Army regulations as they pertain to disposal. The contractor shall be responsible for any permit or fees associated with the use of off-site disposal locations.

5.3.2. DISPOSAL OF NON-MARKETABLE MATERIALS. Disposal of non-marketable materials at an off-site licensed facility shall be the responsibility of the contractor. This includes any non-marketable material rejected for any reason.

5.4. EQUIPMENT MAINTENANCE. The contractor shall maintain all contractor provided containers ensuring they are free of unpleasant odors, dirt, debris, and pests. All containers shall remain in good, workable condition. Containers shall remain easily accessible to customers. The contractor shall perform all cleaning, painting, repair and other maintenance tasks off-site. Trucks and trailers used for hauling and collecting shall be washed as required to ensure they are free of odor, dirt, debris, and pests.

5.5. REMOVAL REQUIREMENTS

5.5.1. The Contractor will be required to respond on site, prepared to troubleshoot and replace or repair equipment within two hours of any request made by the Government in reference to an inoperable compaction equipment, transfer vehicles, associated equipment and accessories, should a breakdown occur.

5.5.2. The Government will in no way store rubbish, refuse and any other acceptable waste in an unlawful manner. Therefore, should the Contractor be unable to supply a transfer vehicle or be unable to fix a permanent structure (i.e. compactor or control panel), the Contractor will be liable for any penalties and/or fines incurred by the installation.

5.5.3. The removal, transporting and final disposal of the solid waste shall be done in accordance with all applicable laws, regulations and policies issued by the State and Federal Government and other government entities, such as cities, counties and towns. Should the final disposal site be located in another state, the Contractor shall also be responsible for following the statutes that govern the transportation and disposal of solid waste within that state. Solid Waste disposal is a heavily regulated activity, and the contractor should not submit a bid on this contract unless familiar with all applicable requirements.

5.5.4. The Contractor shall position the transfer vehicles to best aid in disposing of the refuse and recyclable materials. The Contractor shall also position the transfer vehicles to minimize interference with adjacent roadways, overhead utilities, and other potential administrative and maintenance activities.

5.5.5. The Contractor shall take the necessary precautionary measures to guarantee that when installing his equipment that adequate space is made available for the proper application of insecticides and rodenticides.

5.5.6. The Contractor shall take the necessary precautionary measures in the design and installation of loading hoppers to assure the prevention of scattering of refuse and windblown litter at the time of transfer from the collection vehicles to the Contractor's compaction equipment.

5.5.7. The Contractor shall pick up all spillage around the transfer vehicles, concrete pads, and compaction equipment caused by his/her operation or operation of his/her equipment and shall insure that unsanitary or hazardous conditions are corrected immediately. The Contractor shall take all actions necessary to clean and properly dispose of any hazardous materials caused by leaks and spills from his operation and equipment (i.e. fuel, motor oil, hydraulic oil, etc.), in accordance with Section 6, Environmental Specifications.

5.5.8 The contractor is responsible to remove Dumpsters/containers upon expiration of the contract. The contractor provided equipment shall be removed within 24 hrs after expiration of the contract. The Government will not be responsible for any disposal costs after expiration of the contract.

6. ENVIRONMENTAL SPECIFICATIONS

6.1. Reference:

6.1.1. Environmental Protection Agency (EPA) Regulation, 40 CFR 268, “Land Disposal Restrictions”.

6.1.2. Resource Conservation & Recovery Act, Subtitle D - Solid Waste

6.1.3. Army Regulation (AR) 200-1 Environmental Protection and Enhancement

6.1.4. Department of Labor Regulation, 29 CFR 1919.1200, “Hazard Communication”

6.2. Under no circumstances is hazardous waste to be transported onto United States Army Property.

6.3. The scope of this contract does not include disposal of hazardous waste. If the contractor suspects that any material left for pick-up is a hazardous substance, the Contractor shall immediately contact the local Environmental Management Office (EMO). Such a substance if found, would require sampling and manifesting in accordance with State and Federal laws.

6.4. RELEASE REPORTING: Any release of oil, a hazardous waste, or a hazardous material, at the 99th Readiness Division or at any sites supported by the 99th Readiness Division shall be immediately reported to the local fire department and the Environmental Management Office (EMO) during normal work hours. This does not relieve the contractor of reporting requirements including local, State and Federal laws (EPA or Department of Environmental Protection).

6.5. Any hazardous substance released to the environment as a result of the contractor’s work shall be the sole responsibility of the contractor and shall be cleaned up at no expense to the government. Any release shall be cleaned up to the standards set forth in federal and state law. Neither the need to comply with this provision nor any cost or delays caused by failure to comply with applicable environmental laws will be the basis for an extension of time for task or contract completion, an equitable price adjustment, or the relaxing of a contract requirement.

7. ANTITERRORISM (AT) AND OPERATIONS SECURITY (OPSEC)

7.1. AT LEVEL 1 TRAINING. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil> or non-CAC card holders - <http://jko.jten.mil/courses/at11/launch.html>

7.2. ACCESS, GENERAL PROTECTION, AND SECURITY POLICY AND PROCEDURES. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

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

7.3 iWATCH TRAINING. The contractor and all associated subcontractor employees shall brief all employees on the local iWATCH program (training standards are provided by COR/RFOS). This locally developed training will be used to inform employees of the types of

behavior to watch for and instruct employees to report suspicious activity to the COR/RFOS. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported in writing to the COR/RFOS no later than 5 calendar days after completion of training.

7.4 OPSEC TRAINING. Per Army Regulation 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty and annually thereafter.

8. ATTACHMENT/TECHNICAL EXHIBIT LIST

8.1 EXHIBIT 1 - PERFORMANCE REQUIREMENTS SUMMARY

Performance Objective	Standard	Performance Threshold	Method of Surveillance
Collect and dispose of solid waste in accordance with PWS paragraph 5.2 and 5.3	AR 420-1, Chapter 23, Section III, Non Hazardous Solid Waste Management; TM 5-634 Solid Waste Management	100% with no valid customer complaint per month	Random Sampling, Periodic Surveillance and/or Validated Customer Complaint
Maintain equipment in good workable condition. Trucks should be washed and free of odors in accordance with PWS paragraph 5.4	AR 420-1, Chapter 23, Section III, Non Hazardous Solid Waste Management; TM 5-634 Solid Waste Management	100% with no valid customer complaint per month	Random Sampling, Periodic Surveillance and/or Validated Customer Complaint
Maintain containers and collection areas in accordance with PWS paragraph 5.2.3.	AR 420-1, Chapter 23, Section III, Non Hazardous Solid Waste Management; TM 5-634 Solid Waste Management	100% with no valid customer complaint a month	Random Sampling, Periodic Surveillance and/or Validated Customer Complaint

8.2 EXHIBIT 2 – REFUSE COLLECTION AND RECYCLING INSPECTION SHEET

REFUSE COLLECTION and RECYCLING SERVICES INSPECTION CHECKLIST

Contract Number: _____

Location: _____

Service Frequency: _____

Instructions: Check the box that applies, make comments as needed and have both the Regional Facilities Operation Specialist (RFOS)/Contracting Officer’s Representative (COR) and Contractor Representative sign at the bottom. To be completed as specified by the RFOS/COR.

Were the following in accordance with the Performance Work Statement (PWS) and in accordance with the standards outlined in the Performance Requirements Summary (PRS)?

<u>Work Requirement</u>	<u>Service Completed</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>	<u>Comments</u>
Refuse Pickup & Disposal				
Recycling Pickup & Disposal				
Wood Container Disposal				
Metal Container Disposal				
Equipment Maintenance – Transfer Vehicles				
Equipment Maintenance – Containers/Bins/Totes				

Additional Comments

Signature of RFOS/COR Date

Signature of Contractor’s Representative Date