

Fort Sam Houston National Cemetery

Solid Waste Removal Contract

Statement of Work

1. Introduction

The National Cemetery Administration is looking for interested parties who wish to submit an offer for the collection and disposal of solid waste that are generated on Government owned and Government operated premises at Fort Sam Houston National Cemetery, San Antonio, TX 78209.

The contractor shall provide all management, supervision, labor, tools, materials, supplies equipment and any other items necessary to perform and solid waste disposal for the National Cemetery. Contractor shall plan, schedule, coordinate and assure effective and economical completion of all contract actions described herein. This contract is for base period with the opportunity of four (4) option years.

2. General Requirements

a. Requirement One - General Waste – One (1) 40-yard Roll-Off Dumpster:

- i. The contractor shall provide one (1) 40-yard roll-off dumpster for the disposal of general waste.
- ii. The contractor shall perform pick-up (empty dumpster) every week (52 pick-ups per year)
- iii. The dumpster shall be located near the cemetery maintenance building. The contractor shall contact designated COR to ascertain the proper location for dumpster placement.

b. Requirement Two - General Waste On-Call - One (1) 40 Yard Roll-Off Dumpster (On-Call)

- i. Upon notification by cemetery personnel, the contractor shall deliver, one on-call, 40 yard roll-off dumpster on an as needed basis. The government estimates that this service will be required 10 times (10 jobs) during each performance period of 12 months.
- ii. The Contracting Officer Representative (COR) will contact the contractor to request the delivery of the dumpster. The contractor shall deliver the dumpster within 24 hours of receiving the call from the Government. Cemetery personnel shall determine dumpster placement upon delivery of the dumpster.
- iii. The Contracting Officer Representative (COR) will contact the contractor to request the removal of the dumpster. The contractor shall retrieve the dumpster within 24 hours of receiving the call from the government. The Government shall hold the on-call dumpster no longer than five (5) business days from the Government request to remove the on-call dumpster.

3. Contract Changes

The Fort Sam Houston National Cemetery is located at 1520 Harry Wurzbach Road, San Antonio, TX 78209. The Government may have the requirement to add or delete requirements during the term of the contract as

determined to be within the scope of the contract. The Contracting Officer will consider additional service requirements and related costs when executing an in scope determination. Any additional service Fort Sam Houston requirements will not commence until the base contract has been modified. Partial or total dumpster removal may necessitate a price reduction based on schedule pricing. Any proposed/required changes, additions, or deletions from this listing shall be forwarded to the Contracting Officer by the site COR 30 calendar days in advance of any requested contract change.

4. Contractor Requirements

a. Contractor Qualifications and Submission Requirements

The Contractor shall have the required labor, management, equipment, and resources to execute the required services in accordance with general industry standards and practices. and have a minimum of four (4) years prior experience in the business of recycling and waste services. The Contractor shall become familiar with the scope and nature of the work required by the National Cemetery. The contractor shall provide the following documentation for proposed key personnel within 14 calendar days of contract award: Name, Title, Duties, Experience, and phone number during routine duty hours. Key personnel experience includes directly related work experience and professional development such as required licenses, training, education. The Contractor shall make no key substitutions or subcontracts without obtaining prior Contracting Officer's approval of the persons so as to ensure continuity of services during the term of the contract.

b. Personnel Qualifications

- i. Qualified personnel are essential for the performance of this contract to assure that requests for pick-ups are responded to in a prompt, responsive, and safe manner. All Contractor personnel performing under this contract shall be able to speak English and communicate effectively.
- ii. The Contractor shall provide drivers, as well as other employees necessary to work under this contract, that have participated in organizational driver training and OSHA required safety programs. Every driver performing under this contract shall possess a current, valid Commercial Driver's License (CDL) with the appropriate endorsements when operating vehicles that require such licenses. Operators of any equipment or vehicles with-in the Cemetery shall follow all traffic rules and regulations such as but not limited to speed limits and weight restrictions.
- iii. The individual proposed by the Contractor must be acceptable to the National Cemetery. There shall be no change in personnel holding this position without prior written approval of the National Cemetery. This individual is subject to the rules and regulations of the National Cemetery Administration at all times while on National Cemetery property. Dress and appearance must be neat and reflect the professional image of the Contractor's company. The selected individual shall carry proper identification on them at all times while on National Cemetery property.

c. Contractor Uniforms

All contractor staff shall be recognizable as employees of the contractor by wearing distinctive clothing bearing the name of the company, or by wearing appropriate badges which display the Contractor's company and employee name.

d. Contractor Vehicles

The name or logo of the Contractor shall be clearly displayed on all vehicles used on the job site.

Maximum weight limitation for bridges within the Cemetery is fifteen (15) tons. Therefore, the Contractor's truck with load shall not exceed this 15-ton limit.

The maximum clearance at some locations in the Cemetery is limited to an overhead clearance of 11' 6".

The contractor shall use vehicles constructed so as to prevent loss of waste or fluid/gray water from vehicle beds during transport and vehicles shall be covered or enclosed to prevent contents from escaping. Any material thrown from or falling off the truck shall be immediately collected and returned to the truck by the Contractor.

All vehicles shall have required standard safety equipment, spill kits and current valid state inspection, DOT and/or other endorsements/requirements. The COR may inspect the Contractor's vehicles, all dumpster and surrounding areas for obvious safety or service issues.

5. Contractor's Representative/Key Personnel

The Contractor shall furnish to the COR and Contracting Officer the designated Contractor's Representative. This individual may also serve as key personnel. The Contractor's Representative will exercise overall management responsibility for contract services, resolve performance concerns arising under the contract, and serve as the primary point of contact for day to day operations. The Contractor's Representative is further responsible for coordinating matters of mutual concern with the Government representatives. The Contractor's Representative may designate an inspector for purposes of this contract who may work with the contractor regarding extra pick-ups or minor issues if they arise.

6. Supervision

- a. The Contractor shall supervise the removal, transportation, and disposal of the solid waste and recyclable materials to ensure compliance with the terms and conditions of this contract.
- b. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor shall be responsible for taking disciplinary actions with respect to Contractor's employees as may be necessary.
- c. The Contracting Officer may require removal from the job site any employee of the Contractor deemed to be unsuitable or otherwise objectionable or whose continued employment under this contract is deemed to be contrary to the public interest or inconsistent with the best interests of the Government.

7. Regulatory Compliance, Permits, Licenses.

- a. The Contractor shall have applicable licenses and permits necessary to perform the work required under this contract prior to the commencement of performance. Copies of all such permits and licenses shall be current and valid throughout the term of the contract. The Contractor shall provide to the

- Contracting Officer when requested: proof of all licenses, state and local permits, as well as, copies of organizational participation in driver training and safety programs. The Contractor shall provide evidence that every driver performing under this contract has a current and valid CDL with the appropriate endorsements if the vehicles they operate require such certification.
- b. Contractor shall, without expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations.
 - c. The Contractor must submit to the Contracting Officer proof of insurance coverage and the amount of coverage at contract award. The Contractor shall notify the Contracting Officer if the insurance coverage is terminated or modified below the limits originally provided to the Contracting Officer.
 - d. The Contractor shall perform operations associated with this contract in accordance with all current State/Federal environmental protection regulations applicable to the management of recycled materials and solid waste.

8. Disposal Sites and Facilities

- a. The Contractor shall provide to the COR and Contracting Officer an identification of all sites/facilities to be used for waste disposal within one week of award, and prior to contract performance. The Contractor shall be responsible for teaming with disposal sites/facilities that do not have past or ongoing violations. The Contractor shall notify the COR or Contracting Officer within three business days of becoming aware of any of disposal sites/facilities specific violations (Notice of Violation) that may impact continuation of services. The Contractor, shall execute any required course of action to ensure continuity of services as it relates to teaming with disposal sites/facilities
- b. Contractor shall utilize only disposal sites/facilities that are certified by Federal, State, local agencies and the Environmental Protection Agency. Contractor shall submit a listing (by company name, address and type of material accepted), of all disposal sites/facilities intended to be utilized under this contract to the Contracting Officer.

9. Billing

- a. All Contractor's service tickets for trash services shall be given as proof of service performed to the COR and the designated Cemetery Staff. The Contractor shall indicate on the ticket their company name, truck number, date and container pickup locations. Both the Contracting Officer's Representative or designated Cemetery Staff and the Contractor's driver shall sign the ticket upon completion of the pickup(s). The Contractor shall leave 1 copy of the ticket with the Contracting Officer's Representative. Another copy shall be submitted with the Contractor's monthly invoice.
- b. Invoices received before the performance of service will be rejected and returned to the Contractor.

10. Verification of Service

- a. The Contractor shall forward all monthly invoices to the COR for processing electronically. The COR will be responsible for checking the invoice against contract requirements and verifying service items indicated on the invoice. If service was not delivered or incorrectly invoiced, the COR will document in writing the discrepancies and will forward simultaneously to the Contractor and CO. The cemetery will retain copies of the approved invoice for their records and for future reference purposes.

11. Dumpsters

The Contractor shall provide their comparable commercial dumpsters that meet industry standards. All trash and recycling dumpsters shall be appropriately marked. Contractor dumpsters shall be washable, without holes or noticeable tears, durable workable wheels (if applicable to the container), have operable drain plugs. The COR shall not require any additional, preferred features that do not accompany general commercial dumpsters provided by the contractor or teaming partner.

a. Delivery of Dumpsters

The Contractor shall submit a proposed delivery schedule of dumpsters to the COR and Contracting Officer within seven calendar days of award. If the COR is not available to be onsite for the delivery, the COR can designate the Cemetery Staff to work with the contractor on the establishment of delivery schedule. The exact location of the placement and the approval of all container styles and types prior to placement of container(s) should be provided to the Contractor by the COR. The Contractor shall notify the COR or the designated inspector of any problems associated with the delivery of dumpsters in order to resolve any logistical problems or misinformation.

b. Additional Requirements

1. The Contractor shall be responsible for the delivery, maintenance, and removal of dumpsters and equipment, throughout the term of the contract. All dumpsters shall be kept free from holes, vermin, or foreign matter which might cause personal injury or damage to clothing. The dumpsters must not emit unpleasant odors, as identified by the COR or Cemetery representative. Unpleasant odors shall be immediately corrected by the Contractor at the Contractor's expense. The Contractor must have approval in writing from the COR prior to any chemical or biological agent application or use on government land/facilities prior to application. Contractor shall provide in advance to the COR an SDS sheet for any such agent prior to approved use. Failure by the Contractor to take action to correct a container(s) defective condition will be grounds for finding the Contractor in default and could cause the termination of this contract.
2. Dumpsters shall be kept in proper repair at all times, cleaned and sanitized in accordance with sanitation codes (Federal or County). Dumpster's exterior painted surfaces, lettering and decals shall be maintained in good condition without fading or missing components or information. Waste water shall be emptied into the Contractor's truck.
3. Dumpsters shall be both picked up and returned/replaced empty on the same day. Also, all dumpsters shall be returned substantially on the landing pad after emptying (for those areas with landing pads).
4. The Contractor shall provide substitute dumpsters within 24 hours of notification of defective container/dumpster, including weekends and holidays, for areas that the COR determines to be critical. The Contractor shall provide a substitute container within 72 hours for areas determined to be non-critical by the COR. All dumpsters shall be approved by the COR before use.
5. The Government will not be held responsible for damage to the Contractor's equipment. All Contractor equipment shall be properly maintained by the Contractor so as to minimize mechanical problems and breakdowns. All vehicles shall have required standard safety equipment, spill kits and current valid state inspection, DOT and/or other endorsements/requirements. The Contractor shall be responsible for the immediate clean-up, proper disposal and reporting of all hazard waste spills within the Cemetery. All spills shall be reported to the COR and the Cemetery Director immediately for action and documentation. Failure to do so may result in criminal or civil action and grounds for finding the Contractor in default and could cause the termination of this contract.
6. Contractor shall remove all dumpsters belonging to the Contractor from the site upon expiration of this contract.

7. The Contractor shall leave the service loading area in a clean and orderly condition. Contractor shall pick-up debris/trash that is in immediate area (10 feet) of receptacle after each pickup. Lids shall be left in the closed position on all dumpsters, where applicable, after being emptied by the contractor.
8. The Contractor shall receive telephone notification from the COR or designated Cemetery Staff for unscheduled pickup. Upon notification, the Contractor shall make arrangements with the COR and the Cemetery Staff for pickup. The Contractor shall have 24 hours from the time of telephone notifications to provide the requested container/dumpster pull.

Contractor shall be responsible for all damage to persons or property that occurs as a result of Contractor's fault or negligence. The Contractor shall take proper safety and health precautions to protect the work-sites, workers, the public and property of the Government and others. Any incidents/accidents involving the operation of the contractors vehicles or equipment shall be immediately reported to the COR and Cemetery Staff. Failure to do so may result in criminal or civil action and grounds for finding the Contractor in default and could cause the termination of this contract. Contractor shall be responsible for the repair or replacement of any portion of loading docks, building structure, or landscape features, damaged by the Contractor in the performance of this contract. All substantial damage to docks and or buildings may require NHPA compliance, documentation and repair by historic methods. Damaged areas or materials shall be restored, repaired, or replaced to the original condition, and to the satisfaction of the Contracting Officer, at no expense to the Government. The Government reserves the right to perform work, deemed of historical value, itself for which the contractor will be billed.

12. Routine Duty Hours and Site Requirements.

Contractor dumpster will be picked up and emptied every Wednesday between 8:00 am and 3:30pm. The specific days of the week that the Cemetery has specified for service may not be unilaterally changed by the Contractor. The Government reserves the right to require Contractor's employees to sign in upon ingress and sign out upon egress to and from Government facilities. For security purposes, keys to government facilities will not be issued to the contractor. The trash generated are usually found at cemetery grounds, administrative offices, maintenance areas and in households.