**ATTACHMENT A – PERFORMANCE WORK STATEMENT**

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 Houston National Cemetery, Houston, TX 77038.

The contractor shall provide all management, supervision, labor, tools, materials, supplies equipment and any other items necessary to perform 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.

1. **Requirements**
	1. Requirement One - General Waste – One (1) 40 Yard Roll-Off Dumpster:
		1. The contractor shall provide one (1) forty yard roll-off dumpster for the disposal of general waste.
		2. The contractor shall perform pick-up (empty dumpster) every week, with the exception of the base period, there will be an estimated 52 pick-ups per year.
		3. The dumpster shall be located near the cemetery maintenance building. The contractor shall contact Houston personnel to ascertain the proper location for dumpster placement.
2. **Contract Changes**

The Houston National Cemetery located at 10410 Veterans Memorial Drive, Houston, TX 77038 the right to add or delete locations under its jurisdiction during performance of this contract. The service costs incurred for any additional site(s) not listed in this Schedule will be negotiated and added to this Schedule. Any site(s) deleted will be removed from the Schedule under this contract without any expense to the Government. However, if the Contractor has performed work for the location up to the date the location becomes deleted, the Government will pay those actual costs incurred by performance under this contract. Any proposed changes, additions, or deletions from this listing shall be made known to the COR in advance and in writing no less than 30 days from proposed effective date.

1. **Goals**

The primary goal of this contract is for an experienced Contractor to successfully perform the “Required Service”, which is to collect and dispose of solid waste, as designated in this Statement of Work.

1. **Required Service**

Services of this requirement will be on a fixed schedule. On occasion, the Contractor may be required to make additional pick-ups for a location on the fixed schedule. The Contracting Officer’s Representative (COR) or the designated Cemetery Staff will notify the Contractor by telephone. The Contractor shall perform within 12 hours of notification. On-call pickups shall be at the same unit price of a scheduled pickup. After award, the Contractor shall provide a breakdown of unit prices for each location under each line item. The Contractor will be paid for actual services performed.

1. **Option Line Items.**
2. Option line items for the following years will be evaluated for award purposes. But only those line items that are for the base period total will be awarded for the base period. Future exercise of line item options will be made by the Contracting Officer (CO) after a determination of satisfactory performance by the Contractor. If exercised, the Contracting Officer will exercise the option through a modification to the contract. All line items, once exercised, will be added and considered a "required service". The Government does not guarantee the Contractor all option years.
3. The Contracting Officer may add additional service to this contract by modification throughout the life of this contract. The line items of the additional service may extend throughout the following option years if approved by the Contracting Officer.
4. **Contractor Requirements**
	1. Contractor Qualifications

Contractor shall have the necessary knowledge, skills, abilities and resources to perform the work herein; within the best industry standards and practices; and have a minimum of five (5) years prior experience in the business of waste services. Furthermore, the Contractor represents that it is familiar with the scope and nature of the work required by the National Cemetery, and understands the conditions under which it will be obligated to operate. The Contractor shall identify and submit with quote, to the Contracting Officer, the following information for the key personnel working directly on the project: name, title, role in the project and phone number. The Contractor shall make no substitutions or subcontracts without obtaining prior Contracting Officer’s approval of the persons. The Contractor shall describe the educational background, directly related work experience, professional development, and demonstrated performance record of key personnel.

* 1. Personnel Qualifications
		1. 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.
		2. 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.
		3. 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.
	2. Contractor Uniforms
* All workers on site 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.
	1. Contractor Vehicles
* The name or logo of the Contractor shall be clearly displayed on all vehicles used on the job site.
* The maximum clearance at some locations in the Cemetery is limited to an overhead clearance of fifteen (15) feet.
* 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. Any property damage resulting from an unsecure load or from material being thrown shall be the responsibility of the contractor and must be reported immediately.
* The COR will inspect the Contractor’s vehicles, all containers and surrounding areas for quality of service performed as stated in this contract.
* All vehicles shall have required standard safety equipment, spill kits and current valid state inspection, DOT and/or other endorsements/requirements.
1. **Contractor’s Representative**

Upon contract award, the Contractor shall furnish to the Contracting Officer the name of the person that has been designated and assigned to this contract as the Contractor’s Representative. The Contractor’s Representative will exercise overall management responsibility for the contract effort, receive technical direction, and handle problems arising under the contract, as well as serve as the primary point of contact for day to day operations of the program. 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.

1. **Supervision**
2. The Contractor shall supervise the removal, transportation, and disposal of the solid waste to ensure compliance with the terms and conditions of this contract.
3. 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.
4. 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.
5. **Regulatory Compliance, Permits, Licenses.**
6. The Contractor shall have applicable licenses and permits necessary to perform the work required under this contract prior to the start of performance. Copies of all such permits and licenses shall be current and valid. The Contractor shall provide to the Contracting Officer when requested, specifically, but not limited to, 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.
7. 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.
8. The Contractor shall submit to the Contracting Officer proof of insurance for $100,000 coverage for one person, $500,000 coverage for one occurrence and a $1 million aggregate 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.

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1. 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.
2. The Contractor shall perform operations associated with this contract in accordance with all current State/Federal environmental protection regulations applicable to the management of solid waste.
3. **Disposal Sites and Facilities**
4. The Contractor shall identify all sites/facilities to be used for waste disposal and single stream recycling disposal before contract performance. The Contractor shall inform the Contracting Officer at time of contract award, if any past or ongoing violations have occurred at disposal sites/facilities to be used by the Contractor. The Contractor shall notify the Contracting Officer of the specific violations, how they were rectified, if violations are ongoing, and whether the Contractor is still using that particular disposal site or facility.
5. If at any time during the course of the contract, a disposal site/facility is used by the Contractor receives a Notice of Violation, the Contractor shall immediately notify the Contracting Officer.
6. 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), with quote, of all disposal sites/facilities intended to be utilized under this contract to the Contracting Officer.
7. **Billing**
	1. Houston National Cemetery will pay the Contractor once per month for services performed.
	2. For the waste pickups, the Contractor shall submit an itemized invoice monthly. Invoices shall reflect the following:
		1. Name and Address of the Contractor;
		2. Invoice date;
		3. Contract order number and line item(s);
		4. Description, quantity, unit of measure, unit price, and extended price of services performed;
		5. Driver name(s);
		6. Truck number;
		7. Pick-up date(s);
		8. Number of containers;
		9. Container pick-up location; and
		10. Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
	3. 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.
	4. The Contractor shall be accountable for the delivery tickets. If a ticket is voided or lost, the Contractor shall furnish the Contracting Officer with the voided ticket or a written explanation for the lost ticket.
	5. The schedule price shall be all-inclusive, including all labor, equipment, materials, supplies, transportation, removal of container (by load not by weight), surcharges, disposal fees, environmental fees, fuel expenses, and oil to complete the Contract Line Items (CLINs). Weekly price shall be fixed and all inclusive; it shall incorporate rental price, weekly removal of container (by load and not by weight), landfill fees, fuel expenses, oil, and environmental fees. Offerors shall enter unit price and total amounts for each CLIN as indicated in the schedule. Invoices shall reflect only those prices indicated in the price schedule.
	6. All quantities are estimated and not binding to the Government. The Contractor will be paid for actual services approved by the Contracting Officer and successfully performed by the Contractor.
8. **Verification of Service**
	1. The Contractor shall forward all monthly invoices to the Contracting Officer.
	2. Copies of each invoice shall be forwarded to the COR and Cemetery Director.
9. 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 to the CO. The CO will contact the Contractor and/or return the invoice.
10. If the CO does not contact the Contractor it will be assumed the invoice is correct and has been approved for payment. The cemetery will retain copies of the approved invoice for their records and for future reference if questions should arise.
11. Invoices will then be paid by way of electronic funds transfer.
12. **Containers/Dumpsters**
13. Container/Dumpster Type

The containers/dumpsters shall be a dark brown in color for trash. Additionally, the containers must be labeled appropriately for trash with a minimum of 6” letters and shall also have cemetery approved decal of approximately 12 inches square. All trash containers shall be pre-approved by the COR, washable, without holes, leak-proof with tight fitting lids, durable workable wheels (if applicable to the container) and with all operable drain plugs.

1. Delivery of Containers/Dumpsters

After the Contractor submits a proposed delivery schedule of containers to the Contracting Officer, the Contractor shall contact the Contracting Officer’s Representative (COR) to establish the container delivery schedule. 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 containers/dumpsters in order to resolve any logistical problems or misinformation.

1. Contractor’s Responsibility for Containers
2. The Contractor shall be responsible for the delivery, maintenance, and removal of containers/dumpsters and equipment, throughout the contract period. All containers shall be kept free from holes, vermin, or foreign matter which might cause personal injury or damage to clothing. The containers 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.
3. Containers/dumpsters shall be kept in proper repair at all times, cleaned and sanitized in accordance with sanitation codes (Federal or County). Container’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. All containers serviced by Contractor, under the terms of this contract, shall be pressure washed with a disinfecting green product twice a month during the period of April, May, June, July, August, and September and once a month during the period of October, November, December, January, February, and March. The inside should be sprayed with an EPA and COR approved deodorizer after emptying. The Contractor shall submit in writing to CO the method and product proposed for deodorizing containers for approval. All containers shall be steam cleaned on a quarterly basis. The Contractor shall submit to CO the method and any product proposed for the pressure washing and steam cleaning of the containers. The Contractor shall furnish to the CO, for approval, a schedule of deodorizing and steam cleaning containers, with the submittal of intended deodorizer and intended method of use within 30 days after contract award.
4. Containers/dumpsters shall be both picked up and returned/replaced empty on the same day. Also, all containers shall be returned substantially on the landing pad after emptying (for those areas with landing pads).
5. The Contractor shall provide substitute containers/dumpsters within 24 hours of notification of defective container/dumpster, including weekends and holidays, for areas that the CO determines to be critical. All containers/dumpsters shall be approved by the COR before use.
6. 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 will be responsible for the immediate clean-up, proper disposal and reporting of all hazard waste spills with-in 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.
7. Contractor shall remove all containers belonging to the Contractor from the site upon expiration of this contract.
8. **Inspection of Services – Fixed Price**.
9. Definitions- “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
10. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
11. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
12. If the Government performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.
13. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements at no increase in contract amount. When the defects in services cannot be corrected by performing the work again, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
14. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.
15. The COR will inspect the Contractor’s vehicles, all containers and surrounding areas for the quality of service performed.
16. **General Conditions**
17. Negotiating Season Pick-Up/Pull Dates.
	1. Where the Cemetery’s ability to provide a safe and healthy area will not be impaired, the specific days of the week that the Cemetery has specified for service may not be negotiated after award.
18. Maintaining the Container/Dumpster Sites.
	1. The Contractor shall leave the service loading area in a clean and orderly condition. Contractor shall pickup debris/trash that is in immediate area (10 feet) of receptacle after each pickup.
19. Receive Telephone Notification.
	1. The Contractor will 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.
20. In Case of Damage.
	1. 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 contractor’s 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.
	2. 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.
21. Access to Government Facilities.
	1. During the life of the contract, the rights of ingress and egress to and from Government facilities for the Contractor will be made available between the hours of 7:30 a.m. and 3:30 p.m. in all areas. 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.
22. Contents
	1. The waste generated are usually found at cemetery grounds, administrative offices, maintenance areas and in households.
23. Failure by the Contractor to remove the waste within the time specified or to not comply with all other terms of the contract may result in the Contractor’s default in performance of this contract.

**END of STATEMENT**