

APPENDIX B

TECHNICAL REQUIREMENTS AND GUIDELINES FOR SOLID WASTE MANAGEMENT CONTRACTS

1. Introduction

This appendix outlines the steps necessary for developing contracts for solid waste management services. Note that Air Force has their own service contract guidance (AFR 400-28, Vol. 1). The Navy's guidance on writing and inspecting service contracts is NAVFAC Manual MO-327 "Facility Support Contract Quality Management Manual."

a. Advantages of such contract service include the following:

- (1) The acquisition of land, buildings and equipment is not required.
- (2) Many of the overhead and administrative costs are eliminated.
- (3) The day-to-day operating problems of solid waste management are diminished.

b. Disadvantages of contract service include the following:

- (1) High bid prices may result from limited contractor competition, especially in thinly populated areas.
- (2) The contractor may cut corners and skimp on the quality of service to increase his profit margin. Therefore, contracts shall provide for protection penalties. However, NAVFACENGCOM contracts do not contain protection penalties since they are difficult to enforce.
- (3) To be attractive to private enterprise, the term of the contract must cover a sufficient period for the contractor to amortize his capital expenditures. However, long term contracts often result in contractor complacency and poor performance.

2. Types of Contract Services

Contract services may be used in parallel operations and/or in functional area operations. In a parallel operation the contractor provides a duplicate solid waste management service for specific wastes or certain locations within an installation. This service may be necessary for those problem wastes which cannot be managed safely in-house. However, the parallel method is not normally cost effective. In functional area services -- the most common type -- a contractor provides one or more of the services of storage, collection, transfer, or disposal. The installation provides the remaining services. In general, the more functions provided by the contractor, the greater the economic advantages realized.

3. Cost Analysis

The decision to use contract services shall be based on economic considerations of contract versus in-house operations. From applicable methods, select the disposal method which is lowest in cost. (Air Force personnel should refer to AFM 91-11. Navy activities must refer to OPNAVINST 4860.7B for additional guidance when determining whether to perform solid waste services in-house or by contract.) Consider a choice conclusive if its indicated cost is ten percent or more below the next lowest estimate. Complete records shall be kept on the overall operation to facilitate planning and cost control. Where cost differences are not conclusive, favor the proposal which includes recycling or resource recovery as the preferred method of disposal as opposed to incineration or landfill.

Municipal Contracts. Contracts with municipalities shall be favored where the cost is less than that of building and operating government facilities. If cooperation allows enlarging the scale of the operation, municipal disposal facilities can be made more efficient and environmentally more acceptable.

Consolidated Military Operations. Where a number of Department of Defense installations are concentrated in a geographic area and the use of municipal operations is not feasible, serious consideration shall be given to establishing a consolidated Department of Defense facility. Consolidation allows for design and operation of a more sophisticated, economical, and safe facility. A centralized control authority shall be established to develop management and operational guidelines for the facility.

Contract Development Guidelines. The following shall be considered in solid waste management contracts:

a. Economics. Near urban areas, economics often favor contractor collection and disposal of wastes. Preparation of the contract must be in accordance with the procedures given in appropriate procurement regulations for each service, and the Federal Acquisition Regulations (FAR).

b. Equipment and Work Force. On all but the smallest installations, a contractor would require additional equipment and work force to meet contractual requirements. These represent a high initial cost which must be recovered by the contractor. Even considering resale of equipment, a one-year contract at a medium-sized base represents a high initial investment and low equipment utilization which will result in increased costs that the contractor must be permitted to recover. Two methods which have been successfully used to overcome this problem are

- 1) regional contract for all government installations in a particular area
- 2) use of a multi-year rather than a single-year service contract, which will allow recovery of investment costs over a longer period of time

At some locations a combination of both methods has been used. The multiyear method requires prior approval from the General Services Administration via the chain of command.

c. Contract Contents. The following general considerations shall apply to contract contents:

- (1) Guide Specifications. Guide specifications provided herein have been written in broad terms to cover the variety of situations found at Department of Defense installations. Therefore, they require modification to meet local needs.
- (2) Drawings. Drawings provided as part of the contract documents shall be complete and sufficiently detailed for planning routes and schedules.
- (3) Contract Requirements. The contract shall provide for only the level of work required to maintain predetermined sanitary conditions. The collection frequencies discussed in Chapter 3 shall be used, unless justified otherwise. Unnecessary pickups and long routes result in extra costs or charges and shall be avoided. Any items not specified entirely or left to the option of the Department of Defense and contractor personnel can result in delays and added costs.
- (4) Economic Considerations. When work is performed under contract, the economic desirability of the Department of Defense installation supplying the containers, equipment, or disposal facilities shall be addressed. Such equipment or items shall be furnished to the contractor when it is cost effective. Heavy equipment, such as bulldozers, cranes, or collection vehicles, would only be furnished for the contractor if exceptionally large savings are expected and realized.
- (5) Collection and Disposal Costs. The cost of waste collection and disposal is a direct reflection of collection frequency, length of haul, number of stops, and availability of disposal facilities.

4. General Contract Specifications

NAVFACENCOM issues specific guidance on developing solid waste contract specifications in the "NAVFACENCOM Guide Performance Work Statement (GPWS) for Solid Waste Collection and Disposal" Navy activities should use this GPWS rather than the "General Contract Specifications" and "Example Contract" shown below.

a. Scope. These specifications and accompanying drawings (*supply drawings*) provide for the collection and disposal of refuse in a complete and workmanlike manner for a period of **** years after the contract. The contractor will furnish all plant supervision, labor, material and equipment, except government-furnished items.

b. Description of Work. The work covered by these specifications consists of furnishing all necessary equipment, labor, supervision, and materials for performing all operations necessary for the collection, transportation, and disposal of all refuse specified in this contract, complete and in accordance with these specifications and subject to the terms and conditions of the contract. Drawings (or plans) number **** through **** show the work areas and details, where applicable, of the work to be accomplished.

c. Location. This contract is to be performed at (*Installation*) in areas shown on the plot plan included in the above drawings.

d. Performance of Work. These specifications and the accompanying plans herein state and show the work to be performed under this contract. Refuse collection and disposal will be conducted in conformity with applicable regulations to contribute maximum satisfaction protection of property.

e. Supervision. The contractor will provide competent supervision at all times when work is in progress. The contractor is responsible for scheduling and coordinating various trade activities. He is also responsible for assuring that all work accomplished and materials used are in accordance with the plans and specifications.

f. Government-Furnished Equipment. (*Use where applicable.*)

- (1) Items to be Furnished. The following items of government-furnished equipment will be made available for the contractor's use during the period of this contract. (*List items to be furnished.*)
- (2) Inspection and Receipt Required. The contractor will sign a receipt for each item of equipment. He must inspect each item at the time of acceptance and make notation of discrepancies on the receipt; otherwise, the contractor's signature on the receipt will indicate that the equipment is in a fully acceptable condition. Within five days after completing the work under this contract, the contractor will return the equipment to the installation in a condition equivalent to that at the time of acceptance, except for normal wear and usage.
- (3) The contractor will supply all fuel, lubricants, and spare parts, and provide repair and maintenance necessary to keep equipment in condition acceptable to the contracting officer. Repair and maintenance will be performed only by qualified mechanics of journeyman level, except for day-to-day operator-type maintenance, which may be performed by the operators. Fuel, lubricants, and spare parts used on equipment will meet the standards established by the manufacturer of the equipment. No modification, changes, or substitution of parts will be permitted without written approval of the contracting officer.
- (4) Qualified Operators Required. Only qualified operators, as determined by the installation contracting officer, will be permitted to operate government-furnished equipment. When

necessary, operator demonstrations of proficiency and training will be performed under the supervision of the contracting officer's representative. The contractor will provide a qualified instructor when deemed necessary by the contracting officer.

- (5) Substitute Equipment. The contractor will provide substitute equipment, if necessary, to maintain schedules in the event government-furnished equipment is out of service due to breakdown or other causes.

g. Contractor-Furnished Equipment

- (1) Furnish All Necessary Equipment. The contractor will provide all necessary equipment (except government-furnished equipment) required for performing the contract.
- (2) Safety and Noise Prevention. All of the contractor's equipment will be equipped with proper safety and noise-limiting devices and will be in safe operating condition.
- (3) Qualified Operators Required. Only qualified operators will be permitted to operate equipment. When necessary, operator training will be performed in an area approved by the contracting officer.

h. Government-Furnished Materials and Supplies. (Use as applicable.)

- (1) Items to be Furnished. The following materials and supplies to accomplish this contract will be furnished to the contractor at no cost. (List materials and supplies.)
- (2) Requests for Materials and Supplies. The contractor will notify the contracting officer 48 hours in advance of his requirement for materials and supplies. Items will be picked up by the contractor at (give location, building number, or area).
- (3) Lost or Damaged Items. Any items (as mentioned in the preceding paragraph) that are lost or damaged in service will be replaced by the contractor at contractor expense.

i. Applicable Publications, Laws, and Regulations. Unless specifically exempted by these specifications and drawings, all work accomplished under this contract will conform to the requirements of all applicable Federal, state, and local regulations pertaining to environmental protection and occupational safety and health, and to the procedures and safety requirements at each installation.

j. Inspection. All work performed, the methods and manner of performance, all areas assigned for use by the contractor, and all equipment, materials, and supplies used for the work will be subject to inspection at any and all times by the contracting officer's authorized representatives.

All notices of unsatisfactory conditions or services will be issued in writing to the contractor by the installation contracting officer. The contracting officer will have access at any and all times to the contractor's equipment, materials, supplies, assigned areas, and sites of operations for inspection purposes.

k. Collection of Waste.

(1) Points of Collection. The points of collection (collection stations and units) for pickup of waste by the contractor will be as shown on the accompanying plans. Any increase or decrease in the number of points that exceed (number) will be cause for adjusting contract cost. The government will designate collection stations, provide numbered markers as required for identification with the plans and, where necessary, provide pads, stands, or other suitable structures for assembling and storing wastes for pickup by the contractor.

(2) Frequency of Collections. The frequency of collections will be as follows:

Locations	Collections per Week
<i>(list locations)</i>	<i>(indicate number)</i>

(3) Schedule of Operation. After the contract has been awarded and before work begins, the contractor will establish a schedule of proposed operations. This schedule will govern the days, and time of day, collections will be made. The schedule will be subject to change, provided the proposed modification contributes toward a more satisfactory service. In addition, the schedule and modification thereof will meet the contracting officer's approval.

(4) Additional Equipment or Work Time Required. The contractor will execute the collection and disposal operations in order to provide minimum delay or divergence from the schedule.

(5) Abnormal Quantities of Waste. Excess waste or wastes beyond the normal daily quantity resulting from holidays or recognized customs shall be disposed of by the contractor at no additional cost to the government. The contractor will employ additional equipment or make additional trips, if necessary, to adequately dispose of extra waste. This shall be accomplished with minimum interference of regular collection schedules.

(6) Hours of Operation. The contractor will confine his operations to daylight hours commencing not earlier than (time) and continuing not later than (time), unless otherwise approved by the contracting officer. When unusual conditions require deviations the contractor will, upon approval of the contracting officer, perform his services at no additional cost to the government.

1. Transportation

- (1) All waste will be transported from the collection point to the disposal area in closed packer-type bodies mounted on suitable trucks approved for hauling waste. Transportation equipment will be clean, attractively painted, and in acceptable sanitary condition. Transportation equipment will not be overloaded, and all doors or other openings in the body of the vehicle will be closed during transit.

m. Disposal. (Use government-operated disposal areas or revise as necessary for contract operation.) This disposal area is located as shown on the plans and is operated by the government on the sanitary fill system. Insofar as practicable, and on approval of the area supervisor, a trench into which waste may be unloaded will be provided for the sole use of the contractor at his request. The government will supervise the disposal areas and the contractor will exercise such cooperation as may be necessary to obtain the maximum benefit the facilities might provide for all parties using them.

n. Containers

- (1) Containers may be standard galvanized garbage cans with tight fitting lids; approved paper bag collection systems incorporating stands/hangers and lids; or larger approved metal containers having a capacity of 3.06 to 6.12 cubic meters (4 to 8 cubic yards). They will be handled, cleaned, and maintained as provided herein.
- (2) Emptying Containers. Do not strike containers against the collection vehicle to loosen and remove contents. Return them to their proper station in an upright position with lids securely in place after emptying. Collection of a group of containers from collection points and then returning them later in the day will not be permitted.
- (3) Unconfined Excess Waste. Each collection station and adjacent area will be left free of loose waste at the end of each regularly scheduled collection. Waste placed at the collection station in sacks, cartons, cans, or boxes, or uncontained waste will be removed by the contractor in the same manner and at the same time as if it were placed in the regularly provided containers.
- (4) Spilled Waste. Each vehicle will carry a broom, yard rake, and scoop to facilitate immediate pickup of spilled wastes.
- (5) Unserviceable Containers. Containers which, in the opinion of the contracting office become unserviceable, will be replaced with new or serviceable units and returned to the can cleaning and storage area. Unserviceable cans will be segregated from serviceable cans by the contractor. (Use government-furnished containers.) The segregated cans will be inspected daily by

the contracting officer's representative who shall designate the cans as condemned, irreparable, reparable, or serviceable.

- (6) Disposition. (Use government-furnished containers.) Containers which have been inspected and classified as "condemned irreparable" will be cleaned thoroughly and disposed of as directed. Cans designated as "serviceable" shall be put back into service. The contractor will deliver "reparable" cans to an appropriate location for repair by the government. After cans have been repaired they will be picked up by the contractor and returned to service.
- (7) Cleaning. The contractor will thoroughly clean and wash all containers and lids as specified in the following, or as often as necessary to maintain sanitary conditions. All containers used in housing and barrack areas for storing small quantities of putrescible wastes will be washed and sprayed at least once per month. Containers used to store dry wastes exclusively shall be washed as often as necessary to maintain good sanitary conditions as required by the inspector.
- (8) Spraying. Immediately after cleaning and washing each vehicle or container and its lid, each will be sprayed inside and out with an approved disinfectant solution. The contractor will be responsible for all activities incident to storage, exchange, segregation, and washing and spraying of containers, lids, and cans used in collecting wastes.

o. Vehicles. Only trucks specially designed for collecting waste and of a type approved by the contracting officer will be used. Collection vehicles will be kept closed when moving or when not actually engaged in collecting wastes. Vehicles must be operated in accordance with base rules and regulations while in the base area. The cost of maintenance and repair of contractor-owned and government-owned vehicles assigned or loaned to the contractor will be borne by the contractor. Vehicles to be furnished by the contractor are as follows:

- (1) Vehicles Required. As a minimum requirement, the contractor will have the following vehicles, or their equivalent as approved by the contracting officer, available for service at all times during this contract.

Type of Vehicle	Number	Capacity
<i>(indicate vehicle types)</i>	<i>(list numbers)</i>	<i>(list capacities)</i>

- (2) Maintenance, Operation, and Repair of Vehicles. The contractor will maintain all vehicular equipment used under this contract in good repair and in safe, clean, and well-painted condition. The contractor's name will be painted or otherwise displayed prominently on each contractor-owned vehicle.

p. Sanitation Requirements. All phases of waste collection and disposal service will be conducted to comply with current applicable sanitary

regulations, and will meet the approval of the base surgeon or his designated representative.

(1) Contractor's Responsibility. The contractor's responsibility will include the following minimum requirements:

- (a) Trucks, including the bodies, used for hauling waste will be washed and sprayed not less than once each week, or more often if necessary, to maintain a clean condition and neat appearance, as directed.
- (b) All metal containers will be cleaned not less than as required and so directed.
- (c) All contractor's equipment will be sprayed with approved insecticides and/or disinfectants as required for insect and/or sanitary control.
- (d) Spillage at collection sites will be recovered before the collecting vehicle moves from the site.
- (e) Spillage en route will be recovered immediately.
- (f) Disposal area assigned to or used by the contractor will be maintained in a sanitary condition.
- (g) The contractor shall police all collection sites within the immediate areas of the containers at the time pickups of wastes are made. All paper, boxes, cans, bottles, rags, garbage, or other waste within the immediate area will be recovered and hauled away for disposal.

(2) Cleaning Methods. Steam cleaning, spraying, and sanitation methods will be used at the discretion of the contractor so long as results are approved.

- (a) If the contractor elects to steam clean containers at the collection site, he will provide equipment such as a tight truck, trailer bed, or approved metal-lined box on which the cleaning can be accomplished. This equipment will retain all washings, residues, and detergents and will be dumped and/or cleaned only at a disposal site. No washing or cleaning of containers or equipment will be permitted in housing areas or when washings, residues, or detergent solution may be deposited on natural ground, grassed, or paved surfaces.
- (b) Washing and cleaning containers at the disposal area will require providing additional containers to replace those being cleaned so that no unit or collection station will be without a waste container for more than one hour.

- (c) All waste containers will be clean, dry, and free of any quantity of detergent solution when replaced for use at a collection site.
 - (d) Steam Rack. At the end of each day's operation, the contractor will leave the steam rack drains and can storage area clean and free of debris.
- (3) Equipment. The contractor will provide, operate, and maintain equipment in a sanitary condition and in a satisfactory and efficient manner. Mobile and steam cleaning equipment will be kept in safe operating condition and in neat appearance at all times. A heavy duty, high-pressure, multiple-hose, detergent-type steam cleaning unit of adequate size and capacity to perform the required work will be provided for use in the work covered by the contract. (Optional -- revise according to local conditions.) The government will provide water by pipe connection or delivery to the contractor's tank at the site of the steam cleaner in the disposal area.
 - (4) Sanitation Supplies. The contractor will provide movable bumper blocks required for operations at the sanitary landfill, and will be responsible for their use and maintenance.
 - (5) Covering Refuse. Covering will be as directed by the inspector, and will be accomplished by the contractor's personnel and equipment at no additional cost to the government.
 - (6) Conditions in Disposal Area. The contractor will be responsible for exercising judgement necessary for safety in the contractor's operations at the disposal area. No liability will be accepted by the government for conditions of ground surface, unstable ground, location of trenches, or any other condition which the contractor may encounter in performing his work.
 - (7) Wind Fence. A portable wind fence approved by the contracting officer will be installed and maintained by the contractor at the contractor's expense. The fence will be of sufficient height to prevent the escape of wind-blown litter and of sufficient length to extend the full length of the open fill. The fence will be installed on the side of the fill in the direction toward which prevailing winds blow. The fence will be relocated as necessary to afford full protection for the open fill. Upon erection and installation, title to the wind fence will pass to the government.

r. Salvage Operations. The contractor will not salvage any material unless designated salvageable materials by the contracting officer's representative. If the contractor or his employees discover materials which they believe to have a salvage value, the contracting officer will be notified immediately by the contractor and requested to determine the disposition of the item(s).

s. Assigned Area. An area of convenient size and location will be designated for the contractor's use. All contractor's equipment, when not in use, will be kept within the assigned area. The area will be kept clean, with equipment neatly parked or stacked, and the facility and the installations and operation will conform to current applicable fire, safety, and sanitary regulations. The contractor is responsible for the security of the assigned area and the equipment kept therein.

t. Personnel.

- (1) The contractor will personally supervise the work or have a competent foreman or superintendent, satisfactory to the contracting officer, supervise the work at all times. The superintendent or foreman will have sufficient training and experience in sanitation to recognize unsanitary conditions and take necessary corrective action. He or she will be available at all times during regular working hours to accompany representatives of the contracting officer on inspection tours.
- (2) Operations and Laborers. In addition to a superintendent or foreman, a sufficient number of personnel will be employed to properly accomplish all work in accordance with these specifications.
- (3) Identification of Employees. The contractor will be responsible for furnishing to each employee, and requiring each employee engaged on the work to display, identification which is approved by the contracting officer. All prescribed identification will be returned to the contracting officer for cancellation immediately upon release of an employee. When required by the contracting officer, the contractor will obtain and submit fingerprints of all persons employed or to be employed on the project.
- (4) Releasing an Employee. The contracting officer may, in writing, require the contractor to release any employee deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continuous employment is deemed, by the contracting officer, to be contrary to the public interest.

u. Reports. Reports shall be made in accordance with local requirements.

APPENDIX B-1

EXAMPLE CONTRACT

TECHNICAL PROVISIONS FOR
REFUSE COLLECTION FROM FAMILY QUARTERS
AT MILITARY INSTALLATIONS

GENERAL

Scope of Work. The contractor shall furnish all labor, tools, materials, vehicles, equipment, transportation, and supervision, except as specified herein as Government-furnished, to manage and perform all operations for the collections, transportation, and disposal of all refuse generated at the installations or areas defined in the schedules. This shall include, but is not limited to, repair parts, tools, shelter, and maintenance mechanics to perform maintenance repairs on equipment. The contractor shall perform in accordance with all terms, conditions, specifications, and standards contained in this contract and all current local, State of Washington, and Federal regulations, and shall obtain such permits, bonds, licenses, or other authorizations as may be required.

Type of Refuse. The refuse consists of general household and yard wastes including lawn and flower bed trimmings, grass, grass clippings and grass roots, cardboard boxes, cartons, plastic bags, bundled and tied newspapers, magazines, tree branches, etc. Frequently large and unusual types of waste, (examples include discarded furniture, toys, packing cartons, lumber, appliances, very large branches, Christmas trees) are placed out for collection by quarters' occupants. On an average, the volume of refuse is equivalent to three and one half (3-1/2) 32-gallon refuse containers per week from all of the quarters.

Personnel

Contractor's Project Manager. The contractor shall designate in writing to the Contracting Officer a project manager who shall be in charge of contract administration and supervision and shall be available at all times during normal working hours. This project manager shall direct the contractor's work force and operations in accordance with the requirements of this contract. The contractor's project manager shall be empowered with authority to make normal field decisions which may arise in the day-to-day operations without undue delay. The contractor's project manager shall report to the Refuse Section Foreman or his assistant in the morning and noon period of each working day in person or by phone to receive any complaints that have been reported.

The project manager shall be responsible for insuring that deficiencies have been corrected and the work properly reported to the Contracting Officer's Representative (COR). If there is a problem beyond the control of the contractor that does not permit the contractor to perform the requirements of this contract, the contractor shall report such instances the following workday. Failure to correct reasonable deficiencies will result in reduced monthly payments as shown in the Performance Requirements Summary or may be cause for the termination of the contract as determined by the "Default"

clause. The provisions specified shall not relieve the contractor of responsibility for competent supervision and compliance with contract requirements. Furthermore, continued noncompliance with contract provisions may also be cause for the termination of this contract.

Contractor Personnel and Identification. The contractor shall furnish an adequate number of personnel to carry out the intent of this contract. Each of the contractor's employees shall wear uniforms of the same design and color while on duty. Each employee shall be properly identified by displaying the name of the contractor and the employee's name or other identification as approved by the Contracting Officer. Contractor's personnel shall obey all the rules and regulations of the base while on the premises of the installation. Contractor's employees appearance shall be as neat and clean as practicable, and employees shall conduct themselves in a proper and efficient manner that shall cause the least inconvenience and disturbance to family housing occupants. The Contracting Officer may direct the contractor to immediately remove any employee from the job site found to be a security risk, abusive, under the influence of alcohol or drugs or in violation of installation regulations. The removal from the job site of such an employee shall not relieve the contractor of the requirement to provide sufficient personnel to perform adequate and timely service.

Each contractor vehicle shall have the contractor's name, home city, and local telephone number printed on the sides. The contractor's name shall be in 2-inch high (minimum) letters. Each contractor highway and employee vehicle shall be registered with base Law Enforcement Command. The owner shall maintain current post registration decals.

Strike Contingency Plan. The contractor shall develop and submit to the Contracting Officer for review a Strike Contingency Plan explaining how the contractor shall provide for no interruption of contract services due to labor disruption. The plan shall describe how and where qualified personnel will be acquired as well as a description of recruiting procedures to be used and time frames that may be needed to secure additional personnel.

Quality Control/Quality Assurance

Quality Control. The contractor shall establish a complete quality control program to ensure that the requirements of the contract are provided as specified. Appropriate sanitation measures shall be established and enforced to ensure that the ultimate disposal methods will not create a public nuisance. All rules of safety and sanitation which are imposed upon the contractor by any State or Federal code or law governing garbage or refuse collection and disposal shall be recognized and effectively carried out in performance of this contract.

An inspection system covering all the services as stated in the Performance Requirements Summary shall be adhered to. It must specify areas to be inspected on either a scheduled or unscheduled basis and the individuals who will do the inspection.

A method shall be developed for identifying deficiencies in the quality of services performed before the level of performance is unacceptable.

A file of all inspections conducted by the contractor and the corrected action taken shall be maintained. This documentation shall be made available to the Government during the term of the contract.

Quality Assurance. The Government will monitor the contractor's performance under this contract using the quality assurance procedures as specified in the Quality Assurance Surveillance Plan.

Hours of Operation. All collections shall be made between the hours of 0730 and 1600. Collections shall normally not be made on Sunday (or Saturday at Base B). At the option of the contractor, collections may be made on Federal holidays or schedules may be varied to provide pickup as required. At least ten (10) days prior to any Federal holiday on which pickup is scheduled, the contractor shall notify the Contracting Officer that collections will be made on that day or shall arrange for varying the collection schedule.

Management Plan. Within five (5) working days after award of contract, the contractor shall submit to the Contracting Officer for approval a schedule of proposed routes and the day(s) of the week of collection for each quarters area.

Access to Facilities. The Base A Sanitary Fill is available to the Contractor without charge. The contractor shall comply with rules and directions of the Fill Dumpmaster. Only refuse collected pursuant to this contract may be disposed of at the Base A Sanitary Fill.

Safety Requirements. In order to provide safety control for the protection of life and health of employees and other persons; for the prevention of damage to property, supplies, materials, and equipment; and for avoidance of work interruptions in the performance of this contract, the contractor shall comply with OSHA and all pertinent provisions of military safety documents published by the U.S. Army and published by the U.S. Government Printing Office.

Vehicles shall be operated at all times in a safe manner with all posted speed limits strictly observed. Vehicles shall not be "leapfrogged" or driven side by side when making collections.

Conservation of Utilities

Utilities provided to the contractor such as heat, electricity, and water shall be conserved and used only as needed.

The contractor shall conserve electrical power that is Government provided to any contractor office or storage area on post.

Physical Security/Key Control

The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

The contractor shall establish and implement methods of insuring that all keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated.

Definitions

As used throughout this contract, the following terms shall have the meanings set forth below:

Refuse. All garbage, ashes, debris, rubbish, and other similar waste material. Not included are explosive and incendiary waste and contaminated waste from medical and radiological processes.

Garbage. Animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible or hogfood garbage is the portion of waste food which has been segregated for salvage.

Ashes. The residue from burned wood, coal, coke, and other combustible material.

Debris. Grass cuttings, tree trimmings, stumps, street sweeping, roofing and construction wastes, and similar waste material.

Rubbish. A variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrapping, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

Combustible Rubbish. Material which can be burned readily in an incinerator or burning pit.

Noncombustible Rubbish. Material which cannot be burned readily in an incinerator or burning pit.

Receptacles or Containers. Cans, drums, bins, or similar receptacles which can be handled easily, and multiple containers which are handled by mechanical truck-mounted hoists.

"Refuse collection" means a system of transporting refuse, including nonaccountable salvage, from pickup stations to points of disposal. It includes the dumping, disposal, or unloading of refuse at the point of disposal.

"Collection" means the accumulated refuse from any one unit at any one time, regardless of the number of containers, cartons, bundles, or weight.

"Pickup stations" means the nearest adjacent alley, street or parking lot edge or curbside, as the case may be, where refuse may be conveniently and efficiently assembled and stored in containers for collection.

"Curbside" means the area within ten (10) feet from the alley, street, or parking-lot edge or curbing, except in unusual circumstances.

Collection Frequency. The number of times collection is provided in a given period of time.

Open Burning. The combustion of solid waste without (a) control of combustion air to maintain adequate temperatures for efficient combustion, (b) containment of the combustion reaction in an enclosed device to provide sufficient residence time and mixing for complete combustion, or © control of the emission of the combustion products. THIS IS A PROHIBITED ACTION and not an authorized means of ultimate disposal.

Refuse Disposal. For the purpose of this contract, the delivery of the collected refuse to the Base A Sanitary Landfill and the emptying of the refuse as directed by the landfill manager.

Sanitary Landfill. A site where refuse is disposed using an engineering method in a manner that protects the environment by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with soil by the end of each working day; it meets the criteria of PL 94-580, 90 Stat 2800, 42 USC 6903. The sanitary landfill will be operated by others.

Solid Waste. Garbage, refuse, sludges, and other discarded solid materials resulting from industrial and commercial operations and from community activities. It does not include 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.

Government-Furnished Property and Services

Maintenance. An area for vehicle maintenance repair and vehicle storage at the landfill will be made available at no cost to the contractor upon request. The area shall be maintained in a neat and orderly manner by the contractor. If a shop or covered work area is required, it shall be provided by the contractor. The liability for and the safeguarding of all contractor equipment shall be the responsibility of the contractor.

Utilities. The Government will provide the contractor with all utilities such as electricity, water, and sewage. Any additional services other than those existing in the facilities assigned shall be provided by the contractor. It shall be the contractor's responsibility to make any required utility connections at no cost to the Government.

Property and Services

Vehicles and Equipment. Contractors shall use trucks specially designed for refuse collection that have watertight bodies and which do not permit loss of said refuse. Open-box trucks, with or without canvas cover, will not be acceptable, except for collection of large and abnormal items. Contractor's trucks shall meet all applicable standards established by the Federal Government. These standards include, but are not limited to, Motor Carriers

Safety Standards (49 CFR 390-396) and Noise Emission Standards for Motor Carriers Engaged in Interstate Commerce (40 CFR 202) and Federal Motor Vehicle Standards (40 CFR 500-580) and shall comply with all federal, state, and local air pollution standards and regulations.

The contractor shall provide sufficient equipment to maintain a standby vehicle in case of breakdown or emergency. The contractor shall also provide adequate maintenance and repair service for this equipment to ensure that sufficient vehicles are maintained in good operation. All trucks must be kept clean and in good mechanical condition and shall be painted so as to present a good appearance, preferably white. Also, each vehicle shall be identified with a number which will be clearly painted on each side of the vehicle. Vehicles shall be washed at least weekly to maintain a sanitary condition.

The refuse collection trucks, except for those used for collection of large and abnormal items, shall be equipped with a closed circuit television camera that views the area immediately behind the vehicle up to the distance that cannot be seen in the vehicle's rear view mirrors. As an alternate, a ground guide shall be used during all backing operations.

Within five (5) days after award of the contract, the contractor shall have his collection equipment inspected by an authorized representative from Base Facilities Engineering for conformance with contract requirements. Approval of equipment shall be made by the Contracting Officer prior to commencement of refuse collection. Any additional or replacement equipment to be used in the performance of this contract shall be similarly inspected and approved prior to use.

Custodial Service. The contractor shall be responsible for custodial services for the areas assigned to him for his use, to include care and maintenance for the grounds around the facilities.

SPECIFIC TASKS

Schedule and Points of Collection

The contractor shall provide the services of refuse collection and disposal as described below:

Route and Collection Schedules. The contractor shall establish a plan for vehicle routes and collection schedule and submit this plan to the Contracting Officer for approval five (5) days after contract award.

The refuse collection schedule shall be accomplished between the hours of 0730 and 1600, Monday through Friday. No work shall be done on weekends without the prior approval of the Contracting Officer.

In the event of change in routes or schedules that alter the day of pickup, the contractor shall submit a plan and description of the change two (2) weeks prior to the commencement of the proposed change to the Contracting Officer for approval. If the change is approved, the Contractor shall notify in writing the family housing occupants affected, one (1) week prior to making the change.

Points of Collection. (Pickup Stations)

Collections of refuse by the contractor shall be made from areas noted on the vicinity maps shown in Technical Exhibit ____.

Larger-scale map(s) showing quarter numbers will be supplied to the contractor by the Contracting Officer.

Frequency of Collection. Collection of refuse shall be made in a systematic manner at the frequency specified in the bid schedule. These collections shall be scheduled so that collection in each area will be made the same day/days every week and approximately the same time of day. If twice weekly collection option is selected, the contractor's schedule shall be arranged so that the collections are at least three days apart each week from each quarters. All refuse, whether in reusable or in disposable containers, placed at designated pickup stations, shall be collected. The quantity of refuse to be collected may be slightly larger due to the frequency of personnel reassignments which are not normal to a civilian community but are normal in military housing. The number and size of the reusable containers will vary at each set of quarters.

Prior to collection on scheduled collection days, quarters occupants will place all refuse at the pickup station which is the nearest adjacent alley, street, or parking-lot curbside, as the case may be. All large and abnormal items of waste to be collected will be placed in the vicinity of the pickup station by the quarters occupant.

All items generated from family housing units too large to fit into the packer-type refuse trucks or items more efficiently and economically collected by the use of other types of equipment such as a open-top container truck shall be collected on the scheduled pickup day. No large items, leaves, and/or limbs shall be left on the street or curbside over the weekend. The weekend is defined as a period of time between 1600 on Friday and 0700 on Monday. See Section ____, Specific Collection, for items to be picked up. All items collected shall be disposed of at a Sanitary Landfill. Large items shall be collected no later than 1600 on the normal refuse collection day scheduled for the housing area in which items are located. All refuse shall be picked up without regard to size, weight, or container contents.

Position of Containers. The contractor shall return containers to their original position in an upright position with lids securely in place. The contractor shall not place the emptied containers on sidewalks, in streets, in front of mail boxes, or in any manner which shall interfere with motor vehicle traffic, pedestrian traffic, or mail delivery.

Special Collections. In addition to the collections specified above, the contractor shall make collections of all large and abnormal items of waste, including but not limited to discarded furniture, toys, packing cartons, lumber, appliances, very large branches, Christmas trees, and other material placed out for collection by quarters occupants. These items may not be tied or bundled. The contractor shall not collect large rocks (greater than two inches in diameter), earth (but not including the earth that is attached to lawns and flower bed edge trimmings), or any other type of fill material. The Refuse Section foreman will report any calls for collections of

such large and abnormal items of waste to the contractor for collection. However, a minimum of one collection trip shall be made each week through all quarters areas for the collection of all large and abnormal items of waste. Extra trips during the holiday season may be required to collect all discarded Christmas trees. A general purpose or dump truck may be used for this purpose.

Spillage. The contractor shall exercise due care to prevent spillage from collection trucks and shall promptly clean up all material as a result of such spillage. The pickup stations shall be left in a neat and orderly manner. (Contractor shall be responsible for repair of damage he causes, regardless if it was accidental or willful destruction.)

Abnormal Quantities of Refuse and Missed Pickups. If it is found that all scheduled pickup stations cannot be emptied before the end of the normal workday, the contractor shall take necessary action whether it be to work additional hours or provide additional equipment to route to ensure that all containers are emptied. The contractor shall be required to collect refuse at missed pickup points within eight (8) working hours after notification by the Contracting Officer or the COR. It shall be mandatory that all full or partially filled containers found on the route be emptied that day. If, because of contractor equipment breakdown or lack of manpower, the contractor is unable to complete collection of a route as scheduled, it shall be the contractor's responsibility to notify the DEH Refuse Collection Section of the delay and provide emergency service within twenty-four (24) hours of the time of the equipment breakdown preventing refuse collection. Failure to provide emergency services within twenty-four (24) hours may constitute grounds for finding the contractor in default in accordance with the DEFAULT clause of the CONTRACT CLAUSES since the contractor is required to maintain a standby vehicle in case of equipment breakdown or emergency.

Refuse not collected on scheduled collection trips, due to the quarters' occupant's failure to place said materials at the pickup station, shall not be picked up until the next regularly scheduled collection by the contractor. Quarters' number of all failures shall be recorded by the contractor.

Inclement Weather Schedule. The contractor shall collect refuse during periods of inclement weather. Exceptions to this may be authorized by the Contracting Officer in cases of severe weather. When exceptions are granted, the contractor shall accomplish all collections for each day missed in order to make up all missed collections within 24 hours. The contractor shall submit a revised schedule to the Contracting Officer for approval. Rescheduling to provide makeup collections shall not be a basis for a claim by the contractor for additional compensation.

Cleaning Requirements

The contractor shall be responsible for keeping all mobile equipment clean and free of obnoxious odors. The contractor shall thoroughly wash all refuse collection equipment with steam, soap, or detergents, and water as specified below. (Other methods of cleaning shall be approved by the Contracting Officer prior to use.)

Trucks, including the bodies, used for hauling refuse shall be cleaned at least once per week, or more frequently, to maintain a clean condition and to prevent the propagation or attraction of vectors.

Cleaning operations shall be performed to prevent the contamination of the surrounding area or result in environmental pollution.

The contractor shall leave the washrack area clean, free of debris, and clear of any blockage at the end of the day's operation.

Apparent Serviceable Material

The contractor shall not dispose of any material which has an obvious value and appears to have been inadvertently placed near the collection point unless such material is designated as refuse by the COR.

Disposal

The contractor shall dispose of all refuse at the Sanitary Landfill. The contractor shall place the refuse at locations directed by the Government. The contractor shall cooperate with the Government to obtain maximum benefit for the facility.

Reports and Records

The contractor shall maintain daily records of the routes covered by each truck, locations on scheduled routes which were skipped, reason for failure to make collection, number of trips by each truck, and weight of refuse delivered to the Sanitary Fill. The daily records shall be submitted weekly to the authorized representative from the Directorate of Engineering and Housing. Each load delivered to the Sanitary Fill by the contractor shall be verified by reporting to the Dumpmaster Office at the time of delivery. Forms shall be furnished by the Contracting Officer.

The contractor shall deliver to the Inspection Branch, two (2) copies of a properly filled out Daily Contract Inspection Report for each day worked. Daily reports shall be delivered to the Contract Inspection Branch once a week at no later than 0815 hours on the first working day of the week for the previous week. Blank forms will be provided to the contractor by the Contracting Officer.

Invoices. In addition to all other requirements for invoices, two (2) copies of every invoice shall be forwarded to the Contract Inspection Branch. Failure to do so may result in delays in acceptance and payments.

Restrictions

The contractor shall not drive on the grass, sidewalk, and/or dirt walking trails for any reason in the family housing areas.

The contractor or his employees shall not contact the occupants regarding refuse collection problems. The contractor shall report problems of any kind to the Contracting Officer or his designated representative.

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY FOR EXAMPLE CONTRACT

The purpose of this exhibit is to:

- ! List the contract requirements considered most critical to acceptable contract performance. (NOTE: NAVFACENGCOM contracts are based on procedures based in Mo-327. MIL-STD-105D is not used in NAVFACENGCOM contracts.)
- ! Show the maximum allowable degree of deviation (Acceptable Quality Level or AQL) from performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
- ! Show the percentage of the major elements of the contract price that each listed contract requirement represents.
- ! Explain the Quality Assurance methods the Government will use to evaluate the contractor's performance in meeting the contract requirements.
- ! Define the procedure the Government shall use in reducing the contractor's monthly payment if satisfactory performance is not rendered by the contractor.

The Government's primary Quality Assurance procedures are based on random sampling of the recurring critical output products of the contract using the concepts of random number sampling. Some contract requirements will be reviewed periodically (i.e., monthly, quarterly, semiannually).

The criteria for acceptable and unacceptable performance are as follows:

For Areas Surveilled by Sampling. Criteria are derived from MIL-STD105D based on the lot size, sample size, and AQL for each contract requirement. When the number of defects in the contractor's performance discovered by the COR exceeds the unacceptable criterion level, the contractor shall be required to complete a Contract Discrepancy Report (CDR). The CDR will require the contractor to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problems will be prevented in the future. In accordance with the Inspection of Services clause, the Contractor will not be paid for services not rendered in accordance with the Inspection of Services clause, or the standards set forth in this contract.

Other Requirements. The criterion for nonsampled requirements is the level of performance deemed acceptable to the Government. The use of the Contract Discrepancy Report as described above applies to these requirements as well.

Monthly payments to the contractor will be reduced for unsatisfactory performance using the following methods:

Each month, contractor performance will be compared to contract standards and acceptable quality levels using the quality assurance surveillance plan.

If performance in any required service is unsatisfactory and the poor performance is clearly the fault of the contractor, an amount of money up to the percentage cost of the services as stated in Column 5 of the Performance Requirements Summary will be withheld.

Performance Requirements

Example for data in Table B-2.

Frequency of pickups.

Base A

3508 pickup stations
* 2 pickups/week
* 4 weeks/month = 28,064 pickups/mo
Sample size = 315 samples
(See Tables B-3 and B-4; Level II inspection)
(Reference MIL-STD-105D for more details)

Base B

860 pickup stations
* 1 pickup/week
* 4 weeks/month = 3,440 pickups/mo
Sample size = 200 samples
(See Tables B-3 and B-4; Level II inspection)
(Reference MIL-STD-105D for more details)

In assigning numbers to pickup stations, a pickup station will receive one number for each scheduled pickup.

The sample required/month will be taken from 28,064 pickups at Base A and the 3,440 pickups at Base B separately.

Examples of Payment Computation

1. For services surveyed by sampling, the maximum contract payment per month is multiplied by the maximum percentage for the service to determine the maximum payment for acceptable service. This payment is multiplied by the percentage found acceptable to determine what the contractor will be paid for the listed service. The total number of defectives found, not just those in excess of the reject level, are used to determine the percentage of the sample found unacceptable. The percentage of the sample found unacceptable subtracted from 100 percent determines the percentage of the lot found acceptable. The payment computation would be as follows:

Assume:

! AQL = 2.5% for timely collection at Base A
! lot size 28,064 units
! sample size = 315 units
! defectives found = 30
! defectives corrected = 0

Maximum contract payment per month	\$20,000
Maximum payment percentage for the service (column 5 Table 8-2)	<u>* 30%</u>
Maximum payment for acceptable services	\$ 6,000

Acceptable reject level (i.e., number of defectives)
See Tables 8-3 and B-4; Level II inspection)
(Reference MIL-STD-105D for more details) = 15

30 defectives exceeds reject level of 15 defectives

Percentage of sample found unacceptable (defectives divided by sample size times 100%) 30/315 * 100%	9.5%
Percentage of sample found acceptable (100% minus percentage found unacceptable)	90.5%

Payment for percentage of acceptable services (Maximum payment for acceptable services times fraction of sample found acceptable) \$6,000 * 90.5/100	\$ 5,430
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2. For services surveyed by sampling with all samples defectives corrected by reperformance.

Assume:

! AQL = 2.5% for timely collection at Base B
! lot size = 3,440 units
! sample size = 200 units
! defectives found = 15
! defectives corrected = 15

Maximum contract payment per month is	\$20,000
Maximum payment percentage for the service (column 5, Table B-2)	<u>* 30%</u>
Maximum payment for acceptable services	\$ 6,000

Acceptable reject level (i.e. number of defectives)
(See Tables B-3 and 8-4; Level II inspection)
(Reference MIL-STD--105D for more details) = 11

15 defectives exceeds reject level of 11

Percentage of sample found unacceptable
 (defective divided by sample size times 100)
 $15/200 * 100$ 7.5%

Percentage of sample found acceptable
 (100% minus percentage found unacceptable) 92.5%

Credit for sample defectives corrected
 (samples corrected divided by lot size * 100%)
 $15/3,440 * 100\%$ 0.4%

Acceptable percentage
 (% of sample found acceptable + credit for corrected
 defectives)
 $92.5 + 0.4$ 92.9%

Payment for percentage of acceptable services
 (Maximum payment for acceptable services times
 [acceptable percentage]/100)
 $\$6,000 * 92.9/100$ \$ 5,574

The rights and remedies of the Government described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services clause and the Termination for Default clause. Any deductions pursuant to the Performance Requirements Summary shall reflect the reduced value of services performed hereunder.

TABLE B-1
Performance Requirements Summary

<u>Required Service</u>	<u>Standard</u>	<u>Maximum Allowable Degree of Deviation from Requirement (AOL)</u>	<u>Method of Surveillance</u>	<u>Deduction from Contract Price for Exceeding the AWL</u>
Timely collection of refuse on established routes and collection schedule.	Refuse must be collected in accordance with approved routes and collection schedule unless deviation is approved by the Contracting Officer.	2.5% AOL Lot is number of pickup stations X frequency of collections per month.	Random sampling	30%
Timely collection of large and abnormal items of waste.	Collect all large and abnormal items of waste when notified and make one special collection through all areas each week.	2.5% AOL Lot is number of special collections per month.	Random sampling	15%
Removal of spillage enroute and at collection stations	Immediate pickup of all spillage at time of pickup.	2.5% AOL Lot is number of pickup stations X frequency of collections per month.	Random sampling	5%

TABLE B-2

Location and Number of Housing Units

BASE A

<u>Housing Area</u>	<u>Number of Housing</u>
Avenue A	458
Avenue B	168
Avenue C	518
Avenue D	433
Avenue E	257
Avenue F	129
Avenue G	524
Avenue H	700
Avenue I	206
Avenue J	<u>115</u>
Subtotal	3,508

BASE B

General Officers Quarters	5
100 Area	110
200 Area	595
300 Area	<u>150</u>
Subtotal	860
Total Pickup Stations	4,368

TABLE 8-3
Sample Size Code Letters from MIL-STD-105D

<u>Lot or Batch Size</u>			<u>General Inspection Levels</u>		
			<u>I</u>	<u>II</u>	<u>III</u>
2	to	8	A	A	B
9	to	15	A	B	C
16	to	25	B	C	D
26	to	50	C	D	E
51	to	90	C	E	F
91	to	150	D	F	G
151	to	280	E	G	H
281	to	500	F	H	J
501	to	1,200	G	J	K
1,201	to	3,200	H	K	L
3,201	to	10,000	J	L	M
10,001	to	35,000	K	N	N
35,001	to	150,000	L	N	P
150,001	to	500,000	N	P	Q
500,001	and	over	N	Q	R

