

**Department of Homeland Security (DHS)  
Federal Emergency Management Agency (FEMA)**

**Statement of Work (SOW)**

**Alamogordo, NM MHU Staging Yard Dumpster Service – DR-4795-NM**

**13 September 2024**

**1. General Information:**

**1.1 Description of Services:** This is a non-personal service to provide one (1) 8-yard dumpster unit and associated services for MHU site at 1900 US HWY 54, Alamogordo, NM 88310.

**1.2 Scope:** The contractor shall provide dumpsters and related services in support of the location in accordance with the Statement of Work (SOW). Services will include delivery, setup, servicing, relocation, repair, and removal of contractor provided equipment. Dumpsters in usage areas shall remain in fully serviceable condition throughout the performance period. The Contractor shall service the dumpster to include trash pick-up once per week in accordance with the Statement of Work. Additional pick-ups outside of the weekly schedule, can be requested by the COR.

**1.3 Hours of Operation:** The contractor is responsible for conducting business, during daylight hours 7:00 A.M. – 5:00P.M., once per week except for Federal Holidays, scheduled Government facility closures due to local or national emergencies, administrative closings, or similar Government directed facility closings. This will require advanced notice by FEMA to the Contractor.

**1.4 Type of Contract:** The Government intends to award a Firm-Fixed Priced contract.

**2. Contractor Furnished Items and Responsibilities:**

**2.1 General:** The Contractor shall provide all equipment (dumpster) in serviceable condition to perform the requirements under this contract. The contractor must follow the rules and guidelines established at each FEMA facility, which may include wearing an identification or badge while providing the services.

**2.1a Contractor Responsibility:** It is the responsibility of the Contractor to provide qualified, trained, licensed and/or certified personnel to perform the requirements established in this SOW. The Contractor will be responsible for any damage done to the FEMA owned and/or FEMA leased equipment.

**2.1b Restriction of Access:** The Government is authorized to restrict access to any FEMA facility under the contract of any Contractor employee or perspective Contractor employee, who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the field location.

**2.1c Personnel Conduct:** Contractor personnel shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environment protection, and security) when in the area of; or working at Federal facilities. The Contractor shall ensure Contractor personnel always present a professional appearance and that their conduct shall not reflect discredit on the United States. The Contractor management shall ensure Contractor personnel understand and abide by rules, regulations, and policies established concerning safety and security.

**2.1d Removal of contractor personnel from facilities:** FEMA may, at the discretion from the Contracting Officer and Contracting Officer Representative, direct the Contractor to remove any Contractor employee from facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer or Contracting Officer Representative will provide the Contractor with a written explanation to support the direction to remove an employee.

**2.1 e Insurance Policy:** The Contractor must provide evidence confirming insurance policy for its company. Insurance policy shall cover any damage to FEMA owned or FEMA leased equipment/facility and/or any injury to FEMA staff caused during the execution of this service. Any damage or injury caused to contractor equipment and/or staff during the completion of this service shall be covered by contractor insurance policy. Any damage or injury caused to a third party and/or a third party owned equipment during the performance of this service shall be covered by Contractor insurance policy.

**2.2 Vehicles:** Contractor vehicles shall be registered, in accordance with all current applicable Federal, State, and Local laws, ordinances and regulations. All vehicle operators shall possess valid state driver's licenses to be allowed on the site.

### **3. Specific Task:**

**3.1 Basic Services:** The servicing schedules will be coordinated with the Contracting Officer (CO) or Contracting Officer Representative (COR). The Contractor shall service each dumpster to include trash pick-up once per week in accordance with the Statement of Work. Additional pick-ups outside of the weekly schedule, can be requested by the COR. The contractor shall be able to provide service out of the normal schedule within 48 hours of being notified by the Contracting Officer Representative (COR).

**3.2 Preventive Maintenance Checks and Services (PMCS) of Equipment:** The Contractor shall perform PMCS on dumpsters as often as necessary by the Government, to ensure they are secure, clean, and in good condition. The Government may conduct inspections of the contractor's equipment at any time to ensure compliance with this requirement.

**3.3 Placement of Dumpsters:** Dumpster shall be placed on a level secured surface to prevent tipping over. The Government will not be responsible for damage caused by winds or other acts. Upon receipt of an order from the Contracting Officer (CO) or identified Contracting Officer Representative (COR) the Contractor may coordinate with the on-site POC for the correct spotting location. If the Contractor is unavoidably detained from meeting with the POC, it is the Contractor's responsibility to notify the Government Contracting Office. The CO or identified COR will determine whether to continue the delivery, reschedule the delivery, or cancel the delivery.

**3.4 Removal of Dumpsters:** Upon completion of specified period of performance (POP), the Contractor shall remove the dumpsters from the locations within 72 hours. The 72-hour period is not chargeable usage time to the Government. **If the Government determines that the dumpsters need to be removed prior to the period of performance ending the Contractor will only be paid for the time the equipment is leased.**

**3.5 Dumping of Waste:** The Contractor shall be responsible to dump waste products into the truck container in a safety manner. All work performed under this contract including dumping shall be in accordance with all applicable Federal, State, and Local laws, ordinances, and regulations. The contractor shall be responsible of cleaning any waste if it was dropped out of the dumpster, at the moment the empty service was provided.

#### **4. Deliverables:**

**4.1 Invoices:** The Contractor shall invoice the Government once per month. Invoices will be submitted viae-mail to FEMA-Finance-Vendor-Payments@fema.dhs.gov, to the Invoice Approver of record. All invoices submitted for payments must always include the contract number, period of performance of provided service, invoice number (not repeated), invoice date, description of service performed. All receipts of every service performed during the period of performance should be included as support documentation for every invoice. Invoices are to be sent to FEMA-Finance-Vendor-Payments@fema.dhs.gov, after POP of provided services, at the end of each month.

#### **5. Place of Performance:**

The Contractor shall provide dumpster units to FEMA facility identified as requiring dumpster units for the MHU Staging Yard site 1900 US HWY 54, Alamogordo, NM 88310.

#### **5.2 Period of Performance:**

The period of performance shall have a base period of one-month, with three 90-day option periods, if needed.