

## Performance Work Statement

### 1. General

The Contractor shall provide all labor, material, equipment, tools, transportation and supervision necessary to provide Sharps Removal Service to all locations throughout the Veterans Affairs Pittsburgh Healthcare System (VAPHS) which includes the University Drive Campus and H.J. Heinz Campus in accordance with the scope of work contained herein.

### 2. Contractor Responsibility

- A. It is the responsibility of the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area including the operation of the medical center.
- B. Contractor shall ensure that the handling, labeling, and final disposal of all sharps are in compliance with the Department of Transportation (DOT), Environmental Protection Agency (EPA), Department of Health (DOH), Department of Environmental Conservation (DEC), Food and Drug Administration (FDA) and applicable Federal, State and Municipal governmental regulations and codes including and not limited to the Resource Conservation and Recovery Act.
- C. Prior to the commencement of the period of performance for this contract, there will be a two (2) week transition period. During this transition period, the Contractor shall attend a mandatory post-award meeting with the Chief of Environmental Service or his designee. This meeting shall be held prior to the beginning of any installation of containers. This required meeting shall be coordinated by the Contracting Officer and shall be scheduled and conducted within three (3) business days after the award of the contract. This post-award meeting is to familiarize the contractor and the Government team to each other and to review the terms and conditions of this contract. Also, at this meeting the contractor shall present the following documentation to the Contracting Officer's Representative (COR) for review and acceptance:
  - i. Material Safety Data Sheets (MSDS) for any products the contractor may use in the performance of this contract.
  - ii. List of contractor personnel, name only, including the contractor's job site supervisor.
- D. Contractor shall provide training to educate the nursing staff on functionality and safety features of the new containers for all areas of the hospital.
- E. Water and electrical power will be provided by VAPHS at no cost to the Contractor, all connections to this water and/or electrical power must be coordinated with the COR prior to any connections being made by the contractor.

### 3. Contractor Personnel / Handlers:

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- A. Contractor shall provide name of project manager along with cell phone number and email address to the COR.
- B. Contractor personnel shall be in uniform at all times while performing duties at VAPHS.
- C. While on VAPHS property, the Contractor personnel shall visibly display an appropriate contractor photo identification badge.
- D. All contractor employees shall be trained in accordance with OSHA standards regarding blood-borne pathogen handling.

### **4. Licensure, Permits, Compliances:**

- A. Contractor shall provide proof of all Federal, State, and local permits including, but not limited to State of Pennsylvania EPA processing permits, Transportation Licenses, all City Permits and proof of a permit annually thereafter.
- B. Contractor shall provide proof of a minimum of \$1,000,000.00 Environmental Restoration Insurance and provide proof annually thereafter.
- C. Proof of "Request for Certification of Destruction". The Contractor shall provide proof requesting "Certification of Destruction/Recycling" from Ultimate Treatment, Storage, Disposal Facility (TSD/TSDF) Disposal Site, and shall submit the certificates when billing the facility for services.

### **5. Containers and Brackets**

Contractor shall provide all necessary brackets and containers required for the performance of this contract. All containers and brackets must be accepted by the COR.

#### **A. Brackets**

- i. The brackets are to be secured at the installation site (wall, cart, floor, etc.) and lockable to prevent removal from unauthorized personnel.
- ii. Contractor shall provide extra keys for the brackets. Keys are to be given to the COR for distribution to Emergency Management Supervisors only.
- iii. Laboratory sharps containers and select patient areas will require wheeled carts. No more than 30 carts will be required at any given time.

#### **B. Containers**

The VAPHS adheres to the OSHA's Blood-borne Pathogen Standard 29 CFR 1910.1030. This regulation requires a trial and approval of containers by the existing staff. Currently, known

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acceptable containers shall be Daniels brand or equivalent. Equivalent containers shall have the following salient characteristics:

- i. Puncture proof
  - ii. Reusable
  - iii. Pre-assembled
  - iv. Leak proof in all orientations.
  - v. Durable
  - vi. All containers shall be clearly labeled with the Biohazard symbol and the word "BIOHAZARD" displayed on them and/or labels required that comply with the Federal, State and Local regulations.
  - vii. "Sloped shoulder" designed to prevent needles or other objects from being left on top of the container.
  - viii. Containers provided for the Radiation Therapy or Nuclear Medicine Services must be lead lined.
  - ix. The wall mounted containers shall meet the following criteria:
    - x. One hand / one step horizontally oriented needle disposal rotating lift tray style mechanism.
- Note: Vertical drop containers have been rejected during the OSHA required staff trials. These style containers are designed to be wall mounted in clinical areas where patients may be left unattended. The open, funnel shaped top allows for needles to be retrieved using forceps or similar needle nose pliers and will be considered technically unacceptable.
- xi. Overfill protection design shall be a built in feature.
  - xii. The rotating tray shall be jointed and spring loaded so that the tray is not blocked from rotating when the container is partially full, but will prevent return to the home position when the container is full.
  - xiii. The bottom of the tray shall be labelled "FULL" so that when the container is full and the tray is prevented from rotating back to its home position, the FULL text will be displayed.
  - xiv. Large access opening but with a restricted hand access that will not allow anyone (from child to adult) from getting his or her hand inside.
  - xv. Mechanical lock to prevent the jointed tray from being rotated up and exposing the discarded Sharps material.
  - xvi. Secure tamper proof locking cabinet mechanism.
  - xvii. Sight / view port, so that clinicians can see the level of sharps in the container while remaining aesthetically pleasing to patients and visitors.

The following is the historical workload. (Weight = Gross – Tare):

	EST Qty in Use	University Drive Weight lbs	Heinz Campus Weight lbs
2 gal Ivory	209	3,907	2,216

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4 gal Ivory	763	30,526	4,362
7 gal Ivory	201	2,449	802
7 gal Red	16	3,625	14
14 gal Red	45	7,301	362

Total	1,234	47,809	7,756
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Average Containers Emptied per week UD: 233

Average Containers Emptied per week HZ: 64

- xviii. Must have a bar code system identifier to track usage on each container or similar process. Contractor shall track number of times each reusable container is used. Contractor shall remove from service any container which reaches the maximum usage limitations.
- xix. The Contractor shall remove from service any container that is not in good working condition.
- xx. Sharps containers for medication carts shall be secure to tops or sides of wheeled medication carts and shall supply reusable sharps containers which have vertical/direct drop openings, are rigid, heavy duty, puncture resistant, leak proof on sides and bottom, and able to be closed for transport.

C. Carts shall have a pedal for hands free disposal.

D. Within 30 days of contract award, Contractor shall create a list of all Sharps container locations (campus, building, room #) and sizes and provided to the COR for acceptance. The contractor shall provide the COR with a current inventory in the form a Microsoft Excel spreadsheet by December 31st of each contract year.

E. During the course of the contract, quantities, installation, and locations of reusable sharps containers may be adjusted to cover fluctuations, relocations, construction, or other changes.

- i. COR must coordinate all removals and additions of containers
- ii. COR will work with the Contractor to coordinate best placement for any new containers needed as a result of construction

### 6. Installation and Removal :

A. At the beginning of the contract, the Contractor shall establish procedures and schedules so that all work necessary for an on-site container assessment can be accomplished by the Contractor and accepted by the COR. The completed on-site assessment shall:

- i. contain existing container locations;
- ii. determine sizes, placement and location for reusable containers;

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- iii. analysis of sharps container waste management practices currently implemented by VA employees;
  - iv. recommendations of improvements on current disposal practices; and
- B. Contractor will furnish all labor, equipment, and provide installation of locking reusable container cabinets or carts in all areas for the duration of the contract and removal of existing containers and brackets, if required.
- C. At the beginning and at the end of this contract, the Contractor shall remove all existing sharps containers and container brackets, if required. Contractor shall repair any damage caused by removal of existing containers and/or brackets. The mounting surfaces shall be restored to the original condition and shall include but not be limited to removal of anchors, drywall repair, tile repair, partition repair and painting. The COR must inspect and approve all restorations and repairs. All containers, brackets, and debris shall be removed from VA property for disposal.
- D. The Contractor will coordinate bracket/container installation or removal with the COR.
- E. The installation/removal contractors shall comply with the attached specification, EC-051 Safety and Health During Construction. Preliminary ICRA requirements are for Class II preventative measures as defined within EC-051.
- F. During any construction, demolition, and repair work, the Contractor shall be responsible for placing barricades in appropriate location to protect the well-being and safety of patients, visitors and staff. These barricades shall be removed by the Contractor when work is completed or at the end of the workday.
- G. Contractor shall be responsible for keeping the work site clean, neat and orderly, ensuring that there are no unnecessary cables, hoses, ladders, or other equipment left in an appropriate location that could interfere with the operation of the medical center or be a cause of risk or hazard to patients, visitors or staff.
- i. All equipment shall be removed from any work site that is located within a pedestrian area daily at the end of the workday.
  - ii. All equipment being used in mechanical rooms or on roofs shall be secured daily but may be left overnight providing that this equipment is not in a position to be a risk or hazard to medical center personnel who may be called in to these areas after hours.
  - iii. Doorways, hallways and aisles shall be kept clear at all times.
  - iv. At no time shall equipment be left unattended, including breaks and lunch.
- H. Any damage detected during the performance of work that was not caused by the Contractor shall be reported to the COR, on a daily basis.

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- I. Contractor shall provide a status to the COR on the progress of the project along with any deficiencies noted.

### **7. Delivery and/or Pickup:**

- A. Contractor shall perform the service of collection, removal and disposal of sharps waste at the hospitals at regularly scheduled agreed upon intervals of at least one (1) day per week. Historically and due to workload, it is expect that the University Drive campus requires service twice each week and the Heinz campus requires service once each week.
- B. To avoid overflow, containers that are at least one third (1/3) full shall be removed and replaced.
- C. Contractor shall collect the sharps containers and provide an empty clean reusable sharp container in its place.
- D. Normal hours of coverage are Monday through Friday from 7:00 a.m. to 3:30 p.m. Due to hospital operations, some areas such as the operating rooms, procedure rooms, and high volume clinics shall be serviced outside of normal hours.
- E. The contractor will coordinate scheduling pickups with the COR.
- F. Contractor shall report to the Medical Center Environmental Management Service office or designated personnel upon arrival and departure of each facility.
- G. Contractor shall provide extra sharp containers of various sizes, in the event a container should become full and need to be replaced between scheduled pickups. The goal is that the VA employees will never have to change out a container, but preparation must be made as a precaution.
- H. Contractor shall respond to service calls to replace full containers within eight (8) hours after notification by the COR.
- I. Contingency plans for services scheduled on Holidays shall be coordinated with the COR a minimum of 5 days in advance of the Holiday.
- J. Contractor shall provide a contingency plan to be implemented when unavoidable interruptions in service occur. Plan shall address equipment, site, and personnel related issues. This contingency plan shall be submitted to the COR within 30 days after contract award.
- K. Contractor vehicles shall not interfere with VA daily operations.

### **8. Manifest Requirements**

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- A. Contractor shall sign, date and furnish a copy of the manifest to the COR prior to any medical regulated waste leaving either campus.
- B. Contractor shall maintain a copy of the manifest for their records.
- C. Manifest shall include:
  - i. Transport number
  - ii. Handling permit number
  - iii. UD DOT #
  - iv. Transport company
  - v. Quantities
  - vi. Processing facility
  - vii. Date
  - viii. Contractor personnel

### **9. Transport Vehicles**

- A. Vehicles shall be equipped with fully enclosed, leak-resistant cargo body, maintained in a sanitary condition and secured when left unattended.
- B. Vehicles shall bear the transporter's name, State permit and the words "Medical Waste" or "Regulated Medical Waste" or "Bio-hazardous Waste" on the sides of the body.
- C. Waste shall not be subject to mechanical stress.
- D. Regulated medical waste shall not be combined with other waste.
- E. Vehicles shall be equipped with spill kits.
- F. Contractor shall ensure that all vehicles are labeled as required by law and regulations. Vehicles shall be owned by the contractor or leased for a minimum of one year or more. Contractor must be able to demonstrate proof of ownership or lease at any time during contract performance. Vehicles shall be used for transporting regulated medical waste and not simultaneously with any other waste stream, product, etc. Vehicles shall be properly disinfected as a result of spills or leaks, when applying and using the appropriate Department of Health (DOH) procedures. Contractor shall immediately notify the Department of Environmental Conservation (DEC), and the generator, if a vehicle is involved in a spill or accident or which renders the vehicle noncompliant with applicable rules and regulations.

### **10. Marking Requirements:**

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Contractor shall provide waste-resistant labeling on all containers of regulated waste with the following information:

- A. State permit or identification number of contractor.

### 11. Waste Disposal

- A. Contractor shall use reusable sharp containers and collect, reprocess containers and dispose of waste in compliance of all applicable Federal, State and Local regulations including, but not limited to the following standards:
- i. Occupational Safety and Health Administration (OSHA), including but limited to Blood-borne pathogens Standard 29 CFR 1910 and 1030 and the Needle Stick Safety and Prevention Act HR 5178 as it specifically relates to reusable containers,
  - ii. the Pennsylvania Environmental Protection Agency (EPA),
  - iii. Food and Drug Administration (FDA) include but not limited to Title 21 of the Code of Regulations (CFR) and Quality Systems Regulation (QSR) with regards to reprocessing, validation, reporting and annual registering for all equipment used to release medical equipment into commerce.
- B. The VAPHS may thoroughly inspect the Contractor's facility and treatment plant to assure acceptable standard of performance.
- i. Contractor shall maintain a log of regulated "Sharp Waste" shipments which include quantity (number of containers and weight) of waste shipped, sources and delivery points and is to be provided with the invoice to the COR on a monthly basis. (Note: This requirement shall not be confused with manifest requirements referred to above).

### 12. Performance Requirements

Quality Assurance Surveillance Plan				
Performance Objectives	Performance Standard	Acceptable Quality Level (AQL)	Method of Monitoring	Disincentive



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Removal/Replacement	Remove and replace all containers that are at least 1/3 full to ensure that VA employees don't have to change out full containers	VA employees will remove and replace full containers no more than five (5) times per month	Customer feedback and surveys	1% deduction from monthly invoice for each occurrence above the AQL
Licensing of Employees and Vehicles	Contractor maintains current licenses, certificates, etc.	100%	COR will periodically request copies of current licenses	5% deduction from monthly invoice for failure to meet AQL
Reports	Provide Manifest, Certificate of Destruction, and Monthly Workload Report in an accurate, timely manner IAW contract	98%	100% inspection of reports	5% deduction from monthly invoice for each late report
Inventory	Perform accurate annual inventory and submit excel spreadsheet annually by December 31st	100%	100% inspection of inventory	5% deduction from monthly invoice for failure to meet AQL