

Performance Work Statement

Bay Pines VA Healthcare System Trace Chemotherapeutic & Pathological Waste Disposal Services

A. General Information

Scope of Work: The contractor shall remove and dispose of the trace chemotherapeutic and pathological wastes on a scheduled basis. The trace chemotherapeutic and pathological waste shall be incinerated as the only means of disposal.

B. Delivery/Pickup

Removal and transport of waste to be accomplished from the following location:

C.W. Bill Young Medical Center (Hospital)
10000 Bay Pines Blvd
Bay Pines, FL 33744

Pathogenic Waste Accumulation Location: Building 110, Room 1A107

Trace Chemotherapy Waste Accumulation Location: Building 100, 4th Floor, Room 4B-105. The waste is located inside a large rolling container in the rear of the room. Manifests shall be signed the Specialty Services Office Supervisor or the Contracting Officer Representative.

The contractor will be required report to the Specialty Services Office, Building 110, Room 1A108. There the contractor will be provided an escort to retrieve the trace chemotherapy waste located inside the rolling container located at Building 100, 4th Floor, Room 4B-105. After the waste is removed the contractor shall then return the container back to Building 100, 4th Floor, Room 4B-105. Manifests shall be signed by the escort or the Specialty Services Office Supervisor or the Contracting Officer Representative.

The contractor shall return government owned containers/bins in a clean and sanitary condition at all times.

C. Invoices

Payment of services rendered under this contract will be made upon satisfactory completion of each service and receipt of a properly prepared invoice/manifest submitted by the Contractor.

The contractor shall invoice by weight of type of material disposed. The invoice shall clearly identify the type of material disposed, date service rendered, amounts, unit price per pound, extended totals and any other information relevant for payment purposes. The invoice shall reference the Contract Number,

Purchase Order Number and Manifest Numbers. A Purchase Order will be issued once contract is awarded.

The contractor shall provide a certificate weighing system to enable proper billing for waste poundage disposed; This should be done by tare weight, defined as the accepted weight of an empty container subtracting that when subtracted from the gross weight, yields the weight of the goods carried (the net weight) may be determined. For example, if the disposal container weighs 14 pounds and Contractor is to dispose/haul 10 containers, then the containers would be weighed and container total weight (140 pounds) is subtracted from the gross weight to determine total waste poundage to be paid. Utilizing the tare weight is only applicable to the pathogenic waste.

The Government shall not authorize payment until such time that the VA Contracting Officer Representative (COR) receives all properly completed and signed documentation.

The Government shall not authorize payment until such time that the VA COR receives all properly executed and signed documentation relating to the disposal of these wastes, i.e. Manifests, Certificates of Destruction. All weight tickets associated with the previous month's billing must be received by the COR via e-mail no later than the close of business on the 10th of each month.

For billing purposes, pounds (lbs) are measured to the hundredths of lbs. This poundage shall be documented through weight tickets.

D. General Requirements

The contractor shall have on hand any and all clean up materials that would be needed for any spills/accidents that could occur during the transporting of the waste from pickup within the facilities to their transport vehicles. The cleaning process shall be done within the guidelines and policies of the Bay Pines VA Healthcare System, the Florida Department of Health and the Occupational Safety and Health Administration (OSHA).

The contractor shall provide a shipping manifest for all items shipped. Additionally, the contractor shall provide the weight ticket from a certified calibrated scale (certification must be provided as well) for each pickup, certifying the number of containers(s)/bins and types of waste removed from the VA facility for transport and destruction. This weight ticket shall be provided to the COR for each pick up service. The contractor shall provide all weight tickets associated with the previous month's billing must be received by the COR via e-mail no later than the close of business on the 10th of each month.

E. Schedules

The contractor shall pickup the wastes according to the pickup schedule identified at time of award. Pickups to be made between the hours of 6 AM to 10 AM. If the pickup schedule falls on a holiday the contractor shall observe the holiday and resume normal schedule afterwards.

Federal holidays fall on these days.

New Year's Day	January 1
Martin Luther King 's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

F. Emergencies

Contractor shall possess the ability and must respond to emergency situations deemed by the COR or Contracting Officer (CO). An emergency response number shall be provided in case of emergency situations. This response must have a maximum execution timeline of 8 hours from the point of the initial call by the Government (e.g. answering service is authorized to accept emergency service calls and contact contractor). Emergency response operations will be deemed necessary by a multitude of circumstances. As an example, emergency responses will be required in the case of a natural disaster or in preparation for a natural disaster; an epidemic/pandemic situation; Activation of the Hospital Incident Command System, the COOP plan, National Emergency Response Plan; etc. Failure to conduct regular schedule pickups will result in violation of the Florida Department of Health and OSHA requirements and will give grounds for termination for cause of the contract.

G. Disposal and Sanitation

Contractor shall assume full responsibility for compliance with all Federal, State, County and City laws, rules, regulations, ordinances and executive orders governing collection and disposal of trace chemotherapeutic and pathological waste.

H. Handling and Loading of Vehicles

Contractor's employees shall remove all containers/bins from the established collection sites designated by the Government. All containers/bins shall be handled, moved, and placed in contractor's vehicles in such a manner that the structural integrity of the container is maintained, waste is properly contained, and environmental contamination is prevented. The contractor shall reimburse the Government for any damage to Government property caused by removal operations of the contractor or his / her agent. In accordance with Federal Acquisition Regulation (FAR) 52.246-25 incorporated by reference, the contractor shall be liable for loss of or damage to the property of the Government when caused by the contractor for services performed under this contract.

I. Licenses and Permits

Contractor shall provide licenses and permits without costs to the Government for vehicles, operators and labor to remove waste (container refuse in accordance and compliance with federal, state, municipal and local regulations). Licenses must include, but not limited to:

1. DOT Transportation Permits
2. FL Department of Health Biomedical Waste Transporter Permit
3. CDL & Hazmat (if applicable) licenses of VA authorized drivers
4. Insurance record

J. Changes to Statement of Work

Any changes to this PWS shall be authorized and approved only by the CO. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

K. Reporting Requirements

Contractor shall provide legible, accurate, and compliant certificates of treatment and destruction of all trace chemotherapeutic and pathogenic waste to the Environmental Protection Specialist via email. Contractor shall provide USEPA/DOT approved Manifests and ultimately Certificates of Destruction (CD) for each and all shipments. Legible, accurate, and compliant copies will be submitted Environmental Protection Specialist and a copy each to the designated COR(s).

This documentation must also be provided to the CO/COR or other designee assigned by the Government via email.

L. Government Responsibilities

VA shall provide access into areas needed to perform the duties of this contract. The government will provide the bins containing the wastes. The Contractor is responsible for any loss or damage to government provided bins, due to contractor negligence, other than normal wear and tear.

M. Contractor Responsibilities

The contractor will be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by contractor provided personnel, under the auspices of this contract, the contractor shall be responsible for all resources necessary to remedy the incident.

Contractor shall observe all federal, state and local laws, regulations and procedures relative to the collection, transport, handling, storage, disposal; and residue disposal when providing waste removal services under the terms of this contract. Contractor will provide all documentation to the government that is produced during the cradle to grave process of the trace chemotherapeutic and pathological waste.

N. Safety

It is agreed that: Vendor shall meet all local, state and federal safety requirements during the contract period.

Any mishaps involving vehicle used to transport waste shall be reported prior to the contractor leaving station to COR, contracting Officer or a law enforcement agent from the Police and Security Service.

Contractor at no time shall leave vehicle in a position that could endanger the traffic: if it must be left unattended, hazard signs or will be placed in front and back of the vehicle for traffic awareness. Additionally, the vehicle must be turned off when not attended and wheel chocks must be used at all times while the vehicle is parked in the facility.

Contractor drivers shall obey all the traffic rules within the Government property: i.e.: speed limits, one way, stop signs, loading zones, etc. and must be hypersensitive to our population of veterans and the prioritization of pedestrians and golf carts within our facility.

O. Special Contract Requirements

1. **Inspection of Offerors Facilities:** The Government reserves the right to thoroughly inspect and investigate the establishment, facilities, business reputation and other qualifications of the contractor during the course of this contract.
2. The contract manager and alternate or alternates must be able to read, write, speak, and understand English. The name of this person, and alternate or alternates who shall have full authority to act for the contractor on all contract communications relating to the daily operation of this contract, shall be designated in writing to the COR. The contract manager and alternate(s) shall be available within 30 minutes during normal duty hours Monday thru Friday, to meet with government personnel).
3. Contractor personnel shall present a neat appearance and be easily identified as contractor employees. This shall be accomplished through distinctive clothing and/or nametags bearing the company's or employee's nametags at all times.
4. The contractor shall ensure employees have current and valid driver's licenses for the appropriate vehicle. The contractor's vehicles shall be maintained with current and proper state inspection and registration.
5. **Security Requirements.** The contractor may be required to obtain PIV badging. A Contractor's badge is likely to be issued by the C.W. Bill Young PIV Office. The contractor may also be escorted by a VA employee to and from the collection point to locations in secure areas.
6. **Listing of Employees:** The contractor shall maintain a current listing of employees. The list shall include the employee's name, social security number and type of work being performed at the VA.

7. The Contractor shall ensure the pass and identification items required for contract performance are obtained for employees and non-government-owned vehicles. The Contractor will ensure that employees are provided with identification badges with the name of the Contractor or that they wear uniforms with their name and the name of the Contractor on them.
8. **Retrieving Identification Media:** The contractor shall retrieve all identification media, including badges from all employees at the end of the contract and from employees who depart for any reason before the contract expires (e.g. terminated for cause, retirement, etc.).
9. Employees with criminal records shall be immediately identified on an individual basis to the CO.
10. **Reporting Requirements.** Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of VA personnel, contractor personnel and/or resources. Contractor employees shall be briefed by their immediate supervisor upon initial on-base assignment.
11. **Physical Security.** The contractor shall be responsible for safeguarding all government furnished property while it is in their possession.
12. **Weapons, Firearms, and Ammunition.** Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their contractor- owned vehicles or privately-owned vehicle while on VA premises.
13. **License Requirements.** The contractor shall ensure their employees are qualified to operate their respective equipment. In accordance with Florida Solid Waste Management Regulations, commercial haulers of waste must be registered with the Florida Environment Department. The contractor shall provide documentation of their registration prior to the start of the contract.
14. **Safety Plan.** The Contractor shall submit a company safety plan that ensures that employees trained to meet all Federal, State, and local regulation, i.e. OSHA regulations related to refuse & recycling safety training and hazard recognition.
15. **Re-performance of Service.** When service performed does not conform to contract requirements, or when service was not performed in a specific area, the contractor shall perform or re-perform the service in conformity with contract specifications at no additional cost to the government. Performance or re-performance of these services shall commence immediately upon notification by the contracting officer's representative and the contractor shall have a sufficient workforce dedicated to insure corrections are accomplished that day or by noon the next work day without degradation to normal services.

16. Conservation of Utilities. The contractor shall make sure employees practice energy conservation to include all government furnished utilities.
17. The contractor shall provide adequate numbers of equipment and vehicles to fulfill the scope of this contract. In addition, the contractor shall maintain or have backup capability to provide continued service in the event primary equipment or vehicles are down for extended maintenance or repairs. Equipment failure shall not alleviate the contractor from performing any requirement contained in this contract.
18. Telephone Service/Electronic mail: The contractor shall be required to have an email address at the office for correspondence with government personnel. The contractor shall provide their own commercial telephone/fax and internet provider service. The contractor shall maintain and have up to date virus protection software on all computers used in communications with the VA.
19. The contract manager and alternate shall have cell phones and supply the cell phone numbers to the Government. The contractor is to supply a 24-hour emergency phone number to the COR prior to the start of the contract. The Government must be informed in writing to either the COR or CO if this number is updated 24 hours prior to the actual update.
20. **SERVICES SUMMARY.** The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These minimums do not relieve the contractor from performing work requirements. These thresholds are critical to mission success. Work must be accomplished according to the terms, conditions and specifications stated in the contract and any Task Orders issued for payment.

Performance Requirements Summary Table

Performance Objective	Acceptable Quality Level	Method of Surveillance	Remedy
Collect and Dispose of Trace Chemotherapeutic Waste in accordance PWS.	No more than 2 unacceptable inspections per quarter.	Upon request, random inspection and auditing	Non-payment commensurate with the services not provided.
Collect and Dispose of Pathological Waste in accordance PWS.	No more than 2 unacceptable inspections per quarter.	Upon request, random inspection and auditing	Non-payment commensurate with the services not provided.

Accurately Invoice For Services	No more than 2 invoicing inaccuracies in a month to include weights and measures.	The COR shall collect, track and verify monthly billing statements	Non-payment commensurate with the services not provided.
Problem Resolution and Response Time	The expectation is that problems that arise are to be resolved same day 98% of the time during the duration of this contract.	The COR will monitor this on a monthly basis	Non-payment commensurate with the services not provided.

21. **Transitional Support:** The Contractor shall accommodate and facilitate a thorough and effective hand-off at the beginning and at the end of the contract period of performance. During any transition, Contractor supplied materials shall be put in place prior to the removal of existing materials.

22. **Salient Characteristics Of The Requested Supplies:**

<u>31 Gallon</u> hinged lid container with detachable lab lid and dolly
split lid that locks
stackable
Biohazard Symbol clearly indicated on side of container
Color: Grey or Black
Length: 25in
Width: 20in
Height: 21.3in

Other Salient Characteristics
Reinforced handles
bag holders inside of container

textured exterior
smooth interior
fire retardant

Sample picture of a container, lab lid and dolly functioning together. The intent of this photo is to show function. Please note the color specifications in the salient characteristics.

