

### **Background**

The contractor shall provide the equipment, maintenance of equipment, and transportation necessary to manifest and transport all solid waste located at the VASDHS to a private, secure landfill in accordance with Medical Waste Management Act, California Health and Safety code sections 117600-118360. The solid waste is considered to be “special waste” due to the required procedures associated with its disposal. This waste shall be inspected for any non-conforming (hazardous) materials upon disposal. Any non-conforming material shall be packaged and removed to a processing facility for appropriate disposal in accordance with all applicable local, state, and federal regulations. Within 24 hours of discovery of non-conforming materials, the contractor shall provide compliance information back to the COR and the CO. The contractor shall also provide a monthly cost/pound report and non-conforming waste.

### **Description**

The contractor shall provide:

- Scheduled trash pick-up and disposal services to a private landfill as special waste;
- 40-cubic yard metal, roll-off container; 2 times per week location adjacent to East Loading Dock, Bldg. 18, N. Hospital Road (Gilman Drive);
- Special waste manifest and monthly tracking documentation for the disposal services;
- Maintenance repair for the equipment (compactor, lift, hopper), and;
- Response to emergency repair service within two hours from the request via email or phone.
- Tracking documentation & monthly report for collection date, landfill location, tons, and cost. The tracking documentation must comply with the Medical Waste Management Act (MWMA), California Health and Safety Code (CHSC); Sections 117600-118360.
  - The report shall be submitted electronically and shall be compatible with Microsoft Office Suite. The report and design shall be set with columns, rows, header, and date. Data shall be itemized with no less than 12 font size.

### **Contractor-owned Equipment**

The contractor shall provide the following equipment in the performance of this contract:

- Two (2) self-contained compactors to be used on a rotating basis; compactor estimated size 40cy;
- One (1) freestanding hopper/power unit;
- One freestanding cart dumper or tipper that can invert at full 180 degrees to avoid the waste material and to avoid vibrations of the equipment;
- Ten (10) feet of conduit and cable required for electrical phasing;
- Two (2) open top 40cy non-compactor dumpster to be used on a rotating basis during transition time period;

- Periodic maintenance of equipment to avoid downtime (oil, grease, etc.);
- Verify the equipment is in good operating condition after every exchange of the 40cy container;
- Contractor shall be able to respond within 2hours for equipment failure due to service is needed 24/7.

**Schedule of Work**

Contractor shall coordinate the schedule of service with the COR; preferably early collection time to avoid the east dock traffic between 4:30am to 7:00 am or after 2:00 pm.

**Collection Areas**

Contractor shall provide sufficient containers to remove and transport the waste from B18.

**Inspection and Acceptance Criteria**

The COR is responsible for certifying that the work done under the contract is performed to time and standard. The COR is also responsible to assure the inspection and acceptance of services under this contract. Turnaround time is critical for this service contract.

**Risk Control**

- Contractor personnel shall wear appropriate personal protection equipment (PPE) to safely collect and transport the containers around VASDHS.
- The contractor shall report any circumstances which may affect the performance of the work, unhealthy or hazardous conditions, or any delays or interference with work. The contractor shall immediately notify the CO and the COR phone or email upon such discovery.

**Place of Performance**

VA San Diego Healthcare System  
3350 La Jolla Village Drive  
San Diego, CA 92161

**Period of Performance**

The government is contemplating a base year, plus 4 option year contract.

**NATIONAL HOLIDAYS:**

New Year's Day	January 01
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 04
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

If the holiday falls on a Sunday, the following Monday will be observed as a National holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National holiday by U.S. Government Agencies, and any day specifically declared by the President of the United States of America.

**OVERTIME & HOLIDAY PAY:** Any overtime and/or holiday pay that may be entitled to the Contractor's employees shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

Contractor will bill and be paid for actual services provided by Contractor personnel. Contractor will not be paid for "availability" or "on-call" services unless otherwise provided herein.

**CONTRACTOR PERSONNEL BACKGROUND REQUIREMENTS:**

The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions. In addition to VA employees, the policy and investigative requirements are applicable to Contractor personnel who require access to VA computer systems designated as sensitive.

Personnel who require access to VA computer systems shall be subject to all necessary background investigations and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Contractor shall be responsible for the actions of those individuals performing under the contract.

Should the contract require Contractor personnel to maintain U.S. citizenship, the Contractor shall be responsible for compliance. Regardless of U.S. citizenship requirements, Contractor personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.

The cost of such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. The current estimated costs for such investigations are as follows:

<b>Level of Sensitivity</b>	<b>Background investigation level</b>	<b>Approximate Cost</b>
Low Risk	National Agency Check with Written Inquiries	\$381.00
Moderate Risk	Minimum Background Investigation	\$1,730.00
High Risk	Background Investigation	\$4,431.00

The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of Contractor personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for Contractor personnel who will not be required to access VA computer systems nor gain access to sensitive materials.

**CONTRACTOR EMPLOYEES:**

The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contract Personnel shall be subject to the same quality assurance standards or exceed current recognized national standards as established by the Joint Commission (JC).

**BADGE:** Contractor shall obtain a “Contractor I.D Badge” from the VA Police. All Contractor personnel are required to wear I.D Badge during the entire time on VA facility. The I.D Badge **MUST** have an identification picture and shall state the name of the individual and the company represented.

**PARKING:** It is the responsibility of the contract personnel to park in the appropriate designated parking areas. Parking information is available from VA Police & Security Service Office. The Contractor assumes full responsibility for any parking violations. The VASNHS does not validate or make reimbursement for parking violations of the contractor’s personnel.

**SMOKING:** Contractor personnel may smoke only in designated areas. It is the responsibility of the VISN 22 Healthcare Facilities to provide a safe and healthful environment for employees and patients and to serve as a leader in community health awareness and education. It is in fulfillment of this obligation that the facilities are committed to the establishment of a smoke-free environment. This policy applies to every location in the Healthcare Facilities. There shall be no smoking within 25 feet of all entrances to buildings. Smoking is allowed in all outside areas that are 25 feet away from entrances to buildings unless indicated otherwise. Enclosed patios connected to facility buildings are considered part of the building and as such are non-smoking areas.

**ADP SECURITY:** Protection of Computer Equipment, confidentiality of patient information, and the integrity of computer software/data at all Healthcare Facilities are essential. Software installed on each PC is copyrighted and copy of software for use elsewhere is prohibited. In the event of a possible security violation, the Healthcare Center’s ADP Security Committee shall investigate and recommend corrective action to the appropriate agency.

**INSURANCE COVERAGE:**

The Contractor agrees to procure and maintain, while the contract is in effect, Workers Compensation and Employee’s Public Liability Insurance in accordance with Federal and State of California and/or Nevada laws. The Contractor shall be responsible for all damage to property, which may be done by him, or any employee engaged in the performance of this contract.

The Government shall be held harmless against any or all loss, cost, damage, claim expense or liability whatsoever, because of accident or injury to persons or property of others occurring in the performance of this contract.

Before commencing work under this contract, the Contracting Officer shall require the Contractor to furnish certification from his/her insurance company indicating that the coverage specified by FAR 52.228-5 and per FAR Subpart 28.307-2 has been obtained and that it may not be changed or canceled without guaranteed thirty (30) day notice to the Contracting Officer.

Contractor is required to provide copies of proof of Workers Compensation and Employee Public Liability Insurance within fifteen (15) calendar days after notification of contract award.

**INVOICING & PAYMENT**

The Contractor shall submit in arrears a properly completed itemized invoice in accordance with FAR clauses 52.212-4(g) Contract Terms and Conditions – Commercial Items via Tungsten Network, <http://www.tungsten-network.com/US/>.

Invoices submitted for payment shall be reviewed for accuracy and shall be subject to approval by the Government prior to issuance of payment.

The invoice MUST be itemized to include the following information.

1. Facility name and address where service was provided
2. Contract number
3. Purchase order number
4. Hours
5. Cost
6. Date

No advance payments shall be authorized. Payment shall be made on a monthly arrears for services provided during the billing month in arrears in accordance with FAR 52.212-4, para. (i) Upon submission of a properly prepared invoice for prices stipulated in this contract for services delivered and accepted in accordance with the terms and conditions of the contract, less any deductions stipulated in this contract.

Payment of invoices may be delayed if the appropriate invoices as specified in the contract are not completed and submitted as required.