

?## PERFORMANCE WORK STATEMENT

Sharps Container Service Program

1.0 Introduction

1.1 The Government requires Sharps Container Service in support of the North Florida South Georgia Veterans Health System (NFSG/VHS), Environmental Management Service (EMS). Prior to the contract award, vendors are urged and expected to inspect all locations where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site be used as an excuse for omission or miscalculation in their proposal or constitute grounds for a claim after contract award.

2.0 Description/Scope/Objective

2.1 The contractor shall provide all Sharps containers, mounting brackets, carts for interim storage and transport enough to meet North Florida/South Georgia Veterans Health System requirements. The brackets and carts will be capable of holding any of the different size containers for use in all areas of the facilities including wards, clinics, operating rooms, hemodialysis, etc. The products must meet all federal, state, OSHA and DOT standards for collection, storage and transport of medical waste/Sharps. All mobile carts and bulk transport carts must have wheels and be in clean and good repair at all times. Minimum requirements for the reusable Sharps containers are as follows:

- Reusable
- Puncture proof
- Pre-assembled
- Leak proof
- Overfill protection
- Lockable
- Sight/view port
- Large access opening but with restricted hand access that will prohibit a child or adult from accessing the contents for most containers with an open top container for Operating Room and other similar area uses.
- Multiple sizes, 8 quarts, 3 gal, 9 gal, and 19 gal.
- Able to be sanitized or sterilized

3.0 Applicable Documents

3.1. The following laws, regulations, policies, and procedures in effect on date of contract issuance and all subsequent changes or updates apply:

FAR	Federal Acquisition Regulation
VAAR	Veterans Affairs Acquisition Regulation
NFPA 99	Health Care Facilities
VAOHS	VA Office of Health and Safety
SCA DOL Website	Service Contract Act (SCA) Directory of Occupations (Fifth Edition) http://www.dol.gov/whd/contracts/sca.htm
Federal, State, Local, Industry, or otherwise Doctrine	All services are to be performed in accordance with all federal, state, local, industry and or otherwise governing doctrine inclusive of any permitting or licensing requirements

3.2. Glossary. Acronyms used in this PWS are listed below for easy reference:

CO	Contracting Officer
COR	Contracting Officer's Representative
FAR	Federal Acquisition Regulation
IAW	In Accordance With
PWS	Performance Work Statement
EMS	Environmental Management Service

4.0 Performance Requirements

4.1 The vendor shall furnish all labor, equipment, containers appropriately labeled (to include vendor furnished "Sharps" containers), supplies, materials, transportation and supervision required to provide pick-up, transport, incineration and/or acceptable disposition of reusable "Sharps" containers, from the North Florida/South Georgia Veterans Health System (NFSG/VHS) medical facilities, during the period of November 1, 2019 (or date of contract award if subsequent thereto) through October 31, 2020 with four 1-year renewal option periods in accordance with the terms and conditions defined herein.

- A. The contractor shall conform to all federal, state, and local regulations governing the providing of, transporting and disposal of Sharps/medical waste.
- B. The contractor is responsible for training medical center staff on the use, handling and care of the reusable Sharps containers. Training will be documented and provided 24-7 during installation to ensure that training is available to all employees.
- C. Contractor is responsible for removal of existing Sharps container brackets and installation of their wall brackets at no cost to the government. Wherever feasible the contractor will mount their wall brackets in the same location as the existing brackets being removed. All brackets must be securely mounted. Placement should be in accordance with industry standard ergonomic practices when possible.
- D. The contractor is responsible for providing a manifest of all items picked up (number of containers and sizes) at the time of pick up and a copy of said manifest shall be given to the government. A detailed destruction manifest of all medical Sharps containers transported from the VA facilities to include the date of pick up, location and the weight of the content of the containers as well as the date and place of destruction is to be provided to the government within thirty (30) calendar days of destruction.
- E. The Contractor is responsible for delivering replacement Sharps containers that are certified to have been cleaned/sterilized and are in proper working condition prior to delivery to the VA facilities (no signs of blood or body fluids or any other type of dirt).
- F. The contractor will provide a backup plan in the event circumstances disrupt the ability to provide pick up services. Service will be provided within 24 hours of a failure to meet scheduled pick-up or delivery times.
- G. Contractor's failure to provide adequate number of containers may result in the need for an overnight delivery or overnight shipment at the contractor's expense. Enough containers are required to be supplied that meet the daily needs of the VA facilities.
- H. The Sharps containers are to be picked up and exchanged in each designated area.
- I. All containers $\frac{3}{4}$ filled are to be removed and immediately replaced.
- J. All Sharps containers will be collected at an address/room number provided and identified on a signed manifest showing the date collected, number and size of the used containers collected and replaced. A copy must be left with the Government or other designated individual on the day of collection.
- K. The contractor will respond to any urgent exchange need within one workday or as agreed upon with the Government.

4.2 The contractor shall make available a phone number and one (1) additional cell phone number for emergencies and repair calls. Each emergency/repair call shall be addressed, and a solution provided within 4 hours of the call being placed.

4.3 The contractor shall comply with all current county, municipal, state and federal laws, regulations and guidelines when collecting, storing, removing, transporting, disposing of all items.

4.4 The contractor shall provide proof of all applicable permits and insurance certificates required under the laws of the State of Florida.

4.5 As requested by the Government, the contractor shall provide proof of regulatory compliance such as inspection reports, policies and procedures, staff training records, and emergency plans.

4.6 INVOICING AND REPORTS: Pricing will be set at a per container cost and combined for all locations. The monthly invoice will vary based on the number of containers serviced. The contractor will provide monthly invoices containing the following to the Government:

- Invoice number
- Net Weight
- Number of containers and sizes of each
- Type of Waste
- Total weight and price for each line item (pick up).
- Total weight and price for monthly invoice on all line items

4.7 Contractor shall provide, as requested by the Government, methods of disposal, weight tickets and the address of the disposal site.

4.8 Mixed Load Surcharges, if any, shall be invoiced separately. Contractor shall provide with this invoice the weight ticket, method of disposal and address of the disposal site.

4.9 TITLE: The contractor shall take title of all waste once the waste is fully loaded into contractor furnished vehicles.

4.10 MAINTAINING CONTAINERS AND COLLECTION AREA: The contractor shall maintain all containers in good, workable condition. They must remain accessible to the customers. The contractor shall perform all cleaning, repair and other maintenance tasks off Government property. The contractor shall also be responsible for immediately cleaning up any spills, debris, etc., which may occur during servicing of containers.

4.11 OFF-SITE DISPOSAL: The contractor shall transport and dispose of all waste at a licensed off-site disposal site selected by the contractor. Disposal shall be in accordance with existing local, state, and federal regulations. The contractor shall be responsible for any permit or fees associated with the use of off-site disposal locations.

4.12 INTERFERENCE TO NORMAL FUNCTION: Contractor personnel shall exercise safety precautions as well as interrupt their work at any time to avoid interference with patient care procedures and the normal function of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and carts.

5.0 Definitions:

SHARPS CONTAINER WASTE

- A. Sharps Container Waste as for this Performance Work Statement (PWS) is defined as hypodermic needles, syringes and scalpel blades, broken ampoules; anything in a hospital or clinic which has been used on patients and which may be contaminated with infectious material; to be discarded into special containers for disposal without any risk to disposal personnel. The term does not include any other hazardous waste, radioactive waste or pharmaceuticals.

6.0 Information on Performance Locations and Hours

6.1 LOCATIONS:

Malcom Randall VA Medical Center 819 containers

1601 S.W. Archer Road
Gainesville, FL 32608-1197

Lake City VA Medical Center 289 containers

619 S. Marion Ave.
Lake City, FL 32025-5808

Jacksonville OPC 231 containers

1536 North Jefferson St.
Jacksonville, FL 32209

Tallahassee HCC 180 containers

1607 St. James Ct.
Tallahassee, FL 32308

The Villages OPC 126 containers

8900 SE 165th Mulberry Ln
The Villages, FL 32162

6.2 The vendor shall ensure appropriate transportation is provided five days a week (Monday through Friday) and on demand as needed.

6.3 Government normal duty hours are from 0800-1630, Monday through Friday, excluding Federal holidays. Contractor access will be provided during this time.

6.3.1 When a regular pick up day occurs on a Federal holiday, the pickup day shall automatically shift to the following business day.

6.3.2 Outside normal duty hours may occur. These times shall be coordinated with and at the convenience of the Government.

7.0 Deliverables

7.1 All service records shall be provided to the Government within a timely manner (one (1) week of services rendered).

8.0 Contractor Personnel and Management.

8.1 Contractor Personnel. The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this PWS. The Contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements.

8.2 Contractor Badges. Notwithstanding the requirement to wear a Government furnished badge, Contractor personnel shall also wear a laminated contractor identification badge always when performing services under this Contract, including when on Government directed travel the badge will contain a personal picture, name of employee, and Contractor's name. Badges shall be worn on the outer garment attached to the outer shirt or jacket pocket by a button or clip or worn around the neck secured by an appropriate identification card lanyard.

8.3 All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials. They must also ensure that all documents or reports produced by Contractor personnel are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

8.4 Safety/Security Requirements. The Contractor shall comply with all applicable federal, state and local laws and ensure performance is secure while protecting material, equipment, and supplies from damage and loss. Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

8.5 All information generated in performance of this contract becomes property of the Government and must be surrendered upon request and/or completion of the contract. The Contractor must protect against the destruction and/or misplacement of all information produced under this contract, unless directed under local policy to destroy. This includes both hard and soft copies of data.

8.6 The Contractor shall not release any information (including photographs, files, public announcements, statements, denials, or confirmations) on any part of the subject matter of this contract or any phase of any program hereunder without the prior written approval of the government.

8.7 Standards of Conduct

8.7.1 Conduct of Personnel. Contractor personnel shall conduct themselves in a professional manner (i.e. timeliness, communication; spoken and written etc.). The Contracting Officer may require the Contractor to remove from the job site any employee working under this contract for reasons of suspected misconduct, a suspected security breach, or suspected to be under the influence of alcohol, drugs, or any other incapacitating agent. Contractor employees shall be subject to dismissal from the premises upon determination by the Contracting Officer that such action is necessary in the interests of the Government. The hospital director or designated representative has the authority to bar individuals from the Government facility. The removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement to provide enough personnel to perform the services as required by this performance work statement. The Government shall not reimburse the Contractor for travel and other expenses associated with the removal of personnel.

8.7.2 Contractor personnel are not authorized to carry or possess personal weapons to include, but not limited to, firearms and knives with a blade length more than three inches, while assigned under this contract.

8.7.3 Working Attire and Appearance. Contractor personnel shall present a professional appearance commensurate with standards delineated for Government civilian personnel acting in similar capacities.

8.7.4 The Government reserves the right to review Contractor personnel qualifications. Upon request, resumes shall be provided to the Contracting Officer prior to clearance approval, for review and acceptance by the Government. The intent is verification purpose and not for the Government to become the hiring authority.

9.0 Travel. Not Applicable

10.0 Non-Personal Service Statement

10.1 Contractor employees performing services under this order will be controlled, directed, and supervised always by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in the contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

11.0 Performance Standards and Quality Measurement

11.1 Performance standards define desired services. The Government performs surveillance to determine if the Contractor exceeds, meets, or does not meet these standards. The Government shall use these standards to determine Contractor performance and shall compare Contractor performance to the Acceptable Quality Level (AQL). The Quality Assurance Surveillance Plan (QASP) method of surveillance will be by random inspection.

11.2 The QASP and its performance objectives are as follows

PWS Paragraph	4.0	7.1
Performance Objective	Monthly services rendered as expected	Service reports received by the Government
Performance Standard	Contractor performs all services IAW all applicable governing doctrine monthly	Contractor submits all service reports in a timely manner (within one (1) week) of services rendered monthly
Acceptable Quality Level (AQL)	99% of the time services are rendered	99% of the time the Government receives report
Surveillance Method	Random inspection conducted by the COR and/or customer comment.	Government receives report
Compliance	Below AQL, non-acceptance of services. A Contract Discrepancy Report (CDR), will be issued for performance below the AQL. The Contractor will have five workdays to provide a response that includes an improvement strategy for addressing the issues. 30 days after issuing the CDR, the Contractor will be re-rated. If performance does not comply with PWS, the CO will be notified, the performance record will be documented, and CO may pursue contract action.	Below AQL, non-acceptance of services. A Contract Discrepancy Report (CDR), will be issued for performance below the AQL. The Contractor will have five workdays to provide a response that includes an improvement strategy for addressing the issues. 30 days after issuing the CDR, the Contractor will be re-rated. If performance does not comply with PWS, the CO will be notified, the performance record will be documented, and CO may pursue contract action.

12. VHS Sensitive Information:

The C&A requirement does apply, and a Security Accreditation Package is required.

13. VHS Required Training:

A. All on-site contract technicians in the VHS will be required to complete the following mandatory courses:

- 1) VA Privacy and Information Security awareness training.
- 2) Occupational Safety and Health
- 3) Infection Control
- 4) MRI and Radiation Safety

14. Contingency Plan:

A. A contract technician will report on-site in the event of an emergency to assist the VHS team in packaging and properly storing the Sharps containers until a truck can retrieve the materials for proper disposal.

B. A contingency cart is to be provided for reusable Sharps containers for proper containment in the event of service disruptions for any reason.

15. Qualifications:

Contractor shall have demonstrated at least three years of experience servicing at least three similar size hospitals by submitting a list of references with telephone numbers, addresses and contact names.