

# PERFORMANCE WORK STATEMENT

## FOR

### FY20 MEDICAL WASTE PICK-UP and DISPOSAL

#### 375<sup>th</sup> MEDICAL GROUP

#### SCOTT AIR FORCE BASE IL

1 Oct 20 – 30 Sep 21

1. **DESCRIPTION OF SERVICES** The Contractor shall provide all items required to perform work, to include but not limited to; personnel, licensures, equipment, tools, vehicles, materials, employee personnel protection/safety equipment, employee safety training, supervision and any other supplies or services necessary to collect, package, transport and dispose of medical waste in accordance with (IAW) all applicable guidelines and laws. Medical waste consists of but not limited to: RED SHARPS CONTAINERS, contents may include but are not limited to: intravenous (IV) devices, lancets, needles, scalpel blades, scissors, biopsy punches, biopsy needles, trocars, medical sharps, glass specimen tubes/slides, blood bags & tubing and syringes with or without needles. RED BAGS, contents may include but are not limited to: IV bags, IV tubing, suction canisters & tubing, sump drains, pathological waste, dressings, gauzes, bandages, materials saturated with blood or body fluids, hemodialysis tubes, hemovac units & tubing, lab waste, pleuro-vac and chest tubes. The contractor shall comply with all transportation and disposal requirements of bio-medical waste IAW Illinois and/or Missouri, if disposed in that given state, and all federal laws, regulations and interstate transportation requirements from 375<sup>th</sup> Medical Group (from here on will be referenced as MTF), Scott AFB, IL to a medical waste treatment and disposal facility licensed to accept medical waste.

#### **1.1. SPECIFIC TASKS**

1.1.1. Point Of Collection. The point of collection shall be from Scott AFB, IL, 375<sup>th</sup> Medical Group, 310 West Losey Street, building #1530, MTF loading dock. Projected for weekly pick-ups (52 weeks). Prior to pick-up, the contractor will contact the 375<sup>th</sup> Medical Facility Management Office at (618) 256-7313 or 375MDG Contracting Office (618) 256-7436 to confirm that weekly pick-up is scheduled/needed.

1.1.2. Remove medical waste from MTF, place into a state licensed transport vehicle, and taken to an approved medical waste treatment facility.

1.1.3. Complete a manifest showing materials, type of medical waste, number of boxes, and total weight transported from the treatment facility. This manifest shall contain the

name and address of the MTF, designation of the treatment site, and certification that the untreated waste was properly handled, packaged, and labeled.

1.1.4. Transport medical waste to an approved medical waste treatment facility and treat it to make it noninfectious (if not rendered noninfectious by the MTF) and/or unrecognizable, as appropriate.

1.1.5. Treatment shall include incineration at a minimum temperature of 1,800 degrees Fahrenheit, steam sterilizing, chemical disinfection, irradiation, or any other method certified by the state/local environmental regulatory agency to render the waste noninfectious.

1.1.6. Dispose of any ash after incineration after certifying the ash has been properly treated.

1.1.7. Certify, on the manifest, that the waste has been properly treated and disposed of. Return of the original manifest to the MTF Facility Manager/Assistant Facility Manager or COR.

1.1.8. Promptly disinfect surfaces of transport vehicles, which have had untreated medical waste leaked or spilled onto them. Contractor must provide the 375<sup>th</sup> Contract Officer/Administrator and the COR with a copy of their hazardous waste spill plan within 7 days after contract award.

1.2. **Operating Procedures:** The Contractor shall submit to the 375<sup>th</sup> Contract Officer/Administrator and the COR for approval, a proposed work schedule and written operating procedures for removal of medical waste within 1 day after contract award. These procedures shall govern the methods of segregation, packaging, labeling, marking, storing, manifesting, transportation, disposal, reporting and record keeping according to 40 CFR, Part 259. The Contracting Officer, prior to their implementation, must approve all changes.

1.3. **Tracking Forms:** The contractor shall secure the signature MTF Facility Manager/Assistant Facility Manager (or their designated representative) or the COR verifying the weight, total number of containers/bins/boxes and type of medical waste. The manifest will be signed by the Contractor's representative to verify pick-up and a signed original will be provided to the MTF Facility Manager/Assistant Facility Manager or COR. Once the medical waste is destroyed in accordance with applicable federal, state, or local regulations, the Contractor shall verify the destruction by signature and return the signed original manifest within 35 days to the COR at 375 MDSS/SGSM, 310 W. Losey Bldg. 1530, SAFB IL 62225.

1.4. **Emergency Pickup Services:** When notified by the CO or the COR, the Contractor shall respond to emergency situations as described in their hazardous waste spill plan. The initial request may be verbal but will be followed by written direction.

1.5. **RECORDS:** The contractor shall be responsible for creating, maintaining, and disposing of only those Government required records that are specifically cited in this PWS or required by the provisions of the mandatory directives listed in Appendix 2, Applicable Publications and Forms. If requested by the Government, the contractor shall provide the original record or a reproducible copy of any such record within 5 working days of receipt of the request.

1.6. **Invoicing:** Contractor will submit monthly invoice via Wide Area Work Flow for processing and payment. MTF must receive original complete/signed verification of destruction manifest prior to acceptance of monthly invoices.

## 2.0 **SERVICE DELIVERY SUMMARY:** RESERVED

3.0 **GOVERNMENT FURNISHED PROPERTY AND SERVICES.** The Government shall furnish the use of storage area, which is located at MTF Building 1530, room C031.

3.1. **CONTRACTOR FURNISHED PROPERTY AND SERVICES.** Except for those items or services specifically stated, as Government Furnished, the contractor shall provide everything else needed to perform this contract. This includes all necessary containers or bins, tape, bags and labels required for the accumulation of medical waste products.

3.1.1. Container Requirements. The Contractor shall maintain a sufficient supply of medical waste containers at the MTF. The Contractor-provided bins/containers/boxes must be rigid, leak-resistant, impervious to moisture, and have sufficient strength to prevent tearing or bursting under normal conditions of use and handling. Rigid containers shall be lined with, as a minimum, 3 mil. red bags for an inner liner.

3.1.2. The purchase of extra 3 mil red bags shall be accomplished upon notification from the government to the company not to exceed four boxes per year.

3.1.3. Manifests. The Contractor shall provide original signed manifest shipping & destruction documentation to the 375MDSS/SGSM, 310 W. Losey Bldg 1530. SAFB, IL 62225. These manifests shall be approved by the appropriate state or states regulatory agency/Environmental Protection Agency (EPA) for medical waste shipped or delivered to appropriate state and any state being transported through.

## 3.2. **REQUIRED REPORTS:**

3.2.1. Appropriate states manifest and final report for testing and destruction of materials.

3.3.2. Shipping document to include bar coding each container for tracking of destruction of item.

3.3.3. Completed original manifest to document required destruction of item.

**4.0 GENERAL INFORMATION:**

**4.1. PERFORMANCE PERIOD:** P.o.P, 1 October 2020 through 30 September 2021 with 4 option years

**4.2. HOURS OF OPERATION.** The Contractor shall perform the services required on Wednesday between 8:00 am -3:00 pm., excluding Federal Holidays.

**4.2.1. Contract is considered MISSION ESSENTIAL. IAW SAFBI 31-101.**

**4.3. FEDERAL HOLIDAYS.** Contractor shall not be required to provide service on federal holidays. They are: New Year's Day, Martin Luther King JR's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day or Christmas Day falls on a Saturday, it is observed on Friday; if it falls on Sunday, it is observed on Monday.

**4.4. EMERGENCY OR SPECIAL EVENT SERVICE.** (DISASTER OR MASS CASUALTY MAY CAUSE FOR ADDED PICK-UPS IN THE EVENT OF A NATURAL DISASTER OR WAR)

**4.5. CONTRACT PERSONNEL:**

**4.5.1.** The contract personnel involved with and working on this contract in any capacity shall be able to understand, read, speak, and write the English language.

**4.5.2.** The Contractor shall provide a contract manager and alternate(s) who shall be responsible for the performance of the work. The name of this person and alternate(s) who shall act for the Contractor and shall be designated in writing to the 375<sup>th</sup> Contracting Officer. The manager may perform services under this contract in addition to contract management duties.

**4.5.3** The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

**4.5.4.** The Contract Manager or alternate shall be available within 4 hours to meet on the installation with government personnel (designated by the CO) to discuss problem areas.

**4.5.5.** Contractor personnel shall present a neat, clean, well groomed and in the appropriate clothing/uniform. Clothing/uniform shall fit and be worn appropriately/properly and provide professional, modest appearance in keeping with normally accepted community standards of dress for the work being performed.

**4.5.6.** The Contractor personnel shall wear Contractor provided nametags or badges while entering, driving and performing duties on Scott AFB. Nametags/badges will be kept legible and contain both the company and employee's name.

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

4.5.8. The Contractor is cautioned that off duty active military personnel hired under this contract may be subject to permanent change of station (PCS), change in duty hours or deployment. Military Reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the contractor's ability to perform. Their absence at any time shall not constitute an excuse for nonperformance under this contract.

4.6. **RELATIONSHIP OF THE PARTIES.** This is a nonpersonal services contract. Contractor personnel are not subject to the supervision and control of the Government officer or employee. (FAR 37.104(a)(1)(ii). Rather, contractor personnel perform their duties IAW specific tasks outlined in the Performance Work Statement. Supervisory functions such as hiring, directing, counseling, firing of contractor personnel are not performed by the Government. The contractor employee who furnishes services under this contract is subject to Government technical oversight of the services provided. The government retains the right to reject services for contractual nonperformance.

4.7. **CONFLICT OF INTEREST.** The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. Additionally, the Contractor shall not employ any person who is an employee of the Department of the Air Force, either military or civilian, unless such person seeks and receives approval in accordance with DoD Directive 5500.7 and Air Force policy.

## **5.0 375<sup>th</sup> Security Forces Requirements:**

**Contractor Consent to Background Checks:** The contractor and, as applicable, subcontractor shall not employ persons for work on this contract if such employee is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by Law Enforcement Agency Data System (LEADS) through the National Crime Information Center. LEADS checks will verify if a person is wanted by local, state, and federal agencies. All contractor and subcontractor personnel must consent to LEADS background checks. Contractor and subcontractor personnel who do not consent to an LEADS check will be denied access to the installation. Information required to conduct an LEADS check includes: full name, driver's license number, and/or social security number, date of birth of the person entering the installation, and completion of a background check questionnaire. The contractor shall provide this information using the Scott AFB Form 21, *Contractors Consent for Background Check*, and shall submit it in conjunction with the contractor's request for either base or vehicle passes. Completion of a successful LEADS check does not invalidate the requirement for

an escort when contractor or subcontractor personnel are working within controlled or restricted areas.

Contractors shall ensure their employees and those of their subcontracts have the proper credentials allowing them to work in the United States. Persons later found to be undocumented or illegal aliens will be remanded to the proper authorities. The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this clause. Furthermore, nothing in this clause shall excuse the contractor from proceeding with the contract as required.

**Badges:** The contractor is required to provide identification badges for their employees. All contractor personnel shall wear these badges while on duty on the government site. Badges are required to identify the individual, company name, and be clearly and distinctly marked as contractor. Size, color, style, etc. are to be mutually agreed to by contractor and government. The contractor's identification badge will not be used as an entry requirement for installation entry or into any government designated controlled or restricted area.

**Contractor Registration of Vehicles on Scott AFB:**

All contractor or contractor employees' vehicles used for the performance of this contract shall comply with all local, state and federal regulations. Additionally any pass shall be surrendered to Security Forces upon demand to positively identify a persons need to be on Scott AFB.

**Access to Installation during Force Protection Conditions (FPCONs):**

Contractors will be assigned a mission essential designation IAW requirements contained in *Scott Air Force Base Integrated Defense Plan 31-1*. Only the installation commander or the unit commander requesting contract support will assign the mission essential designation.

**Property Protection:**

Property protection for facility where the contractors' primary work center is located will be the responsibility of the local facility manager and local Government Security Manager, or their duly authorized representative IAW AFI 31-101, *Integrated Defense* and command/local directives. The contractor shall safeguard all government-owned equipment and materials in his/her possession or use.

**Safeguarding Classified or Unclassified Information:** The contractor shall meet Air Force standards for storing, processing, and handling classified information and systems. Additionally, all resources (e.g. maps, publication/instructions, photos) provided by the government to assist the contractor in the performance of their contract will be surrendered upon termination of employment or the end of the contract performance period.

**Non-Disclosure Agreements:** To safeguard information, the contractor shall enter into non-disclosure agreements with the responsible local security manager.

**Privacy Act:** Work on this project requires that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

**Contractors Working in Controlled or Restricted Areas**

The unit requesting contract support will provide escort (s) for contractors' at all times when within a controlled area. Contractors shall not escort other contractor employees within controlled or restricted areas. In addition, contractors shall fulfill, maintain, and comply with all security requirements IAW *Scott Air Force Base Integrated Defense Plan 31-1*, and command/local directives.

**Access To Government Facilities with Controlled or Restricted Areas**

The contractor shall comply with security regulations imposed by the installation commander and/or the agency responsible for the project location. Due to specific mission requirements inherent in the nature of controlled or restricted areas on Scott AFB, the government may direct the contractor to leave the controlled or restricted areas at any given time.

**Contractors Responsibilities while Working within Controlled or Restricted Areas**

Only contractor personnel with proper authority and qualifications shall enter a controlled or restricted area. Certain facilities require the issuance of an AF Form 1199. The government, at any time, may revoke the AF Form 1199. The procedures for the issuance of an AF Form 1199 are contained in *Scott Air Force Base Integrated Defense Plan 31-1*. Contractors shall not escort other contractor employees within controlled or restricted areas. In addition, contractors shall fulfill, maintain, and comply with all security requirements contained in *Scott Air Force Base Integrated Defense Plan 31-1*.

**Access To Government Facilities with Controlled or Restricted Areas for Replacement Contractors**

The unit requesting contract support will continuously escort replacement contractors, not initially possessing the proper clearances and requiring entry to controlled or restricted areas. Replacement contractors shall submit paperwork within 30 days of being assigned to obtain an approved security clearance or favorable review. Replacement contractor personnel shall obtain a security clearance prior to working with, or having direct access to, classified material. In addition, replacement contractor personnel shall obtain a "Favorable Review" prior to having access to a Controlled Area. The above information shall be submitted to 375 AMW/IP.

**6.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

*HIPAA is comprised of several different sections, each to be implemented by the Dept. of Health and Human Services. The medical facilities of the military services and the DOD health plans are specifically listed as covered by HIPAA. Currently, HIPAA Privacy and Security Rules, as set forth in the Code of Federal Regulations, are in effect for all MTFs. The specific implementation of HIPAA Privacy for DOD medical*

*facilities is set forth in DOD 6025.18-R, and for HIPAA Security, the requirements for AF MTFs are contained in DOD 8580.02-R and AFI 41-217, which also contains additional Information Assurance requirements for all AF MTFs. DOD 6025.18-R, DOD 8580.02-R and AFI 41-217 are incorporated herein by reference. MTFs are responsible to insure overall compliance with HIPAA requirements, which includes incorporation of certain requirements in contracts entered or amended after the respective implementation dates.*

*IAW these regulations, the Contractor and its employees meet the definition of Business Associates. Therefore, a Business Associate Agreement is required by law to comply with both the HIPAA Privacy and Security regulations. This clause serves as that agreement for each MTF, whereby the Contractor and its employees agree to abide by all HIPAA Privacy and Security requirements regarding health information as defined in this clause, DoD 6025-18-R, DOD 8520.02-R and AFI 41-217. Additional HIPAA requirements will be addressed when implemented.*

#### Introduction

(a) *Definitions.* As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DOD 6025.18-R, DOD 8520.02-R or AFI 41-217.

*Individual* has the same meaning as the term “individual” in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

*Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

*Protected Health Information* has the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of the Government.

*Electronic Protected Health Information* has the same meaning as the term “electronic protected health information” in 45 CFR 160.103.

*Required by Law* has the same meaning as the term “required by law” in 45 CFR 164.501 and 164.103.

*Secretary* means the Secretary of the Department of Health and Human Services or his/her designee.

*Security Rule* means the Health Insurance Reform: Security Standards at 45 CFR part 160,162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304 and 164.501.



- (b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.
- c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- (d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.
- (e) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.
- (f) The Contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.
- (g) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware of.
- (h) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
- (i) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (j) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (k) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.
- (l) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the

'Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(m) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, DOD 6025.18-R, the HIPAA Security Rule, or DOD 8580.02-R if done by the Government.

### **Specific Use and Disclosure Provisions**

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

## **Obligations of the Government**

### *Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions*

- (a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.
- (c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

## **Permissible Requests by the Government**

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, DOD 6025.18R, the HIPAA Security Rule, or DOD 8580.02-R, if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

## **Termination**

- (a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.
- (b) Effect of Termination.
  - (1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below.
  - (2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.
  - (3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the

Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

### **Miscellaneous**

(a) Regulatory References. A reference in this Clause to a section in DOD 6025.18-R, HIPAA Privacy Regulation or DOD 8580.02-R, HIPAA Security Regulation, or any CFR or AFI provision means the section as currently in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DOD 6025.18-R, the CFR HIPAA Privacy Rule, DOD 8520.02-R, the CFR HIPAA Security Rule and AFI 41-217.

## APPENDIX 1

### 1. DEFINITIONS:

1.1. Contracting Officers Representative (COR). Functionally qualified person who can perform quality assurance function for a contracted service.

### 2. TECHNICAL DEFINITIONS:

2.1. These definitions may vary from state to state. If the state law is more inclusive, it should take precedence. Regulated Medical Waste include the following classes of waste:

2.2. Cultures and Stocks. Cultures and stocks of infectious agents and associated biologicals, including: cultures from medical and pathological laboratories; cultures and stocks of infectious agents from research and industrial laboratories; waste from the production of biologicals; discarded live and attenuated vaccines; and culture dishes and devices used to transfer, inoculate, and mix cultures.

2.3. Pathological Waste. Human pathological waste, including tissues, organs, and body parts and body fluids that are removed during surgery, autopsy, or other medical procedures, and specimens of body fluids and their containers.

2.4. Human Blood and Blood Products. (1) Liquid waste human blood; (2) products of blood; (3) items saturated and/or dripping with human blood; (4) items that were saturated and/or dripping with human blood that are now caked with dried human blood; including serum, plasma, and other blood components, and their containers, which were used or intended for use in either patient care, testing and laboratory analysis or the development of pharmaceuticals. Intravenous bags are also included in this category.

2.5. Sharps. Sharps that have been used in animal or human patient care or treatment or in medical, research, or industrial laboratories, including hypodermic needles, syringes (with or without the attached needle), Pasteur pipettes, scalpel blades, blood vials, needles with attached tubing, and culture dishes (regardless of presence of infectious agents). Also included are other types of broken or unbroken glassware that were in contact with infectious agents, such as used slides and cover slips.

2.6. Animal Waste. Contaminated animal carcasses, body parts, and bedding of animals that were exposed to infectious agents during research (including research in veterinary hospitals), production of biologicals, or testing of pharmaceuticals.

2.7. Isolation Waste. Biological waste and discarded materials contaminated blood, excretion, exudates, or secretions from humans who are isolated to protect others from certain highly communicable diseases, or isolated animals known to be infected with highly communicable diseases.

2.8. Chemotherapy Waste. Waste from Antineoplastic Drugs (ADs) agents or chemicals that occur as remnants in containers or tubes or is waste due to accidents or spills. Also includes outdated (ADs) that need to be disposed of as waste. ADs are also known as cytotoxic, chemotherapy, or anticancer drugs.

## APPENDIX 2

### APPLICABLE PUBLICATIONS AND FORMS:

Publications and forms applicable to this performance work statement are listed below. The publications and forms have been coded as mandatory or advisory. The Contractor is obligated to follow those publications and use those forms coded as mandatory to the extent specified in other sections of this Statement of Work (SOW). The Contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish requirements in the SOW. The Government shall provide all publications and forms listed at the start of the contract. "IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH FOLLOW-ON REQUIREMENTS WITH THE PUBLICATIONS DISTRIBUTION OFFICE (PDO) Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in that result in a decrease or no change in the contract price and notify the CO in writing of such change. Should a decrease in contract price result; the Contractor shall provide a proposal for a reduction in the contract price to the CO. Before implementing any change that will result in an increase in contract price, the Contractor shall submit to the CO a price proposal within 30 calendar days following receipt of the change by the Contractor. The CO and the Contractor shall negotiate the change into the contract under the provisions of the contract clause entitled "Changes." Failure of the Contractor to submit a price proposal within 30 calendar days following receipt of the change entitles the Government to performance according to such change at no increase in contract price (unless the time requirement is waived by the CO according to Para (c) of the Changes clause). (Unless the time requirement is waived by the CO according to Para (c) of the Changes clause).

<b>PUBLICATION NO.</b>	<b>TITLE/DATE</b>	<b>MANDATORY/ADVISORY</b>
29 CFR 1910.120	Hazardous Waste Operations and Emergency Response Plan	M
40 CFR 259	Medical Waste Tracking Act	M
40 CFR 261	Identification and Listing of Hazardous Waste	
40 CFR Part 60 Subpart Ce	Emission Guidelines and Compliance Times for HMIWIs	M
40 CFR Part 60, Subpart Ec	Standard Performance for HMIWIs	M
49 CFR Part 172 Subpart B	Table of Hazardous Material and Special Provisions	M

## **TECHNICAL EXHIBIT 1 WORKLOAD ESTIMATE**

1. It is estimated that the Contractor will be required to dispose of approximately 1300 pounds per month of regulated medical waste and chemotherapy waste during the contract period. An estimate of each type follows:

- a. Regulated Medical Waste: 800.
- b. Chemotherapy Waste: 10.
- c. Other Regulated Waste (Specify): 490 Pathological.



DEPARTMENT OF THE AIR FORCE  
375TH MEDICAL GROUP (AMC)  
SCOTT AIR FORCE BASE, ILLINOIS 62225-5252

12 April 2019

MEMORANDUM FOR 375 CONS/LGCB

FROM: 375 MDSS/SGSM

SUBJECT: Independent Government Cost Estimate (IGCE) Medical Waste Pick-up and Disposal

1. The MDG determined an IGCE for the Medical Waste Pick-up and Disposal. Projected expense is \$7,564.96 annually ( $\$7176.00 \times \$0.46$  per lb.  $\times 1300$ lbs monthly  $+\$388.96 \times \$7.48$  weekly manifest fees). Period of performance 1 October 2019 to 30 September 2020 with four (4) option periods.

- Base Period -- \$7565
- Option Period #1 -- \$7792
- Option Period #2 -- \$8026
- Option Period #3 -- \$8266
- Option Period #4 -- \$8514
- Total Value -- \$40,163

2. Support:

a. Contract comparison: Current contract FA4407-15-MR010 was awarded at \$33,397 annually.

3. Any questions regarding this estimate may be addressed with MDG Contracting Service Office, 256-7436.

7/17/2019

**X** Anita Manley

Anita Manley  
Contract Services Representative  
Signed by: MANLEY.ANITA.M.1102440001