ATTACHMENT 1 PERFORMANCE WORK STATEMENT

Biowaste Disposal Service - Wyndmoor PA

Project Objectives.
The purpose of this requirement is the provision of fixed-price packaging, transportation, removal, treatment and disposal of Biological/Infectious and Regulated Medical Waste, 6.2, UN3291, Unspecified from the U.S. Department of Agriculture (USDA), Agricultural Research Services (ARS), Eastern Regional Research Center (ERRC) facility located at 600 Mermaid Lane, Wyndmoor, PA 19038. Biological/Infectious and Regulated Medical Waste, 6.2, UN3291 Unspecified requested for disposal at the facility includes research media, petri dishes, research products including food products, and sharps.

Scope of Work.
The contractor shall provide all labor, materials, equipment, vehicles, licenses, special permits, and supervision to remove, transport, and dispose of Biological/Infectious and Regulated Medical Waste, 6.2, UN3291, Unspecified in accordance with all DOT, EPA and State regulations. The contractor shall be responsible for pickup from a central location at ERRC on a weekly basis during normal business hours preferably on Friday. Removal, treatment, and final disposal shall be performed in accordance with applicable Federal, State, and local regulations. The Contractor shall provide all materials for the proper packaging of Biological/Infectious and Regulated Medical Waste, 6.2, UN3291, Unspecified waste for shipment, which includes reusable containers with liners, DOT, EPA labels, manifests and associated regulatory paperwork, and personal protective equipment. The Contractor shall provide transportation of all packaged waste by a fully licensed and insured waste transporter from the facility to the end disposal site(s). The Contractor shall provide proper treatment and disposal of all waste at an authorized disposal facility.

The Contractor shall perform to the standards of this PWS.

This is a performance-based requirement, the labor mix of employees to perform this contract remains at the discretion of the Contractor for all services.

Privity of Contract.
Contractor personnel shall be accountable solely to the Prime Contractor, who, in turn, is responsible for all aspects of contract performance.

The USDA is not responsible for, nor will be directly involved in any Prime Contractor personnel actions, such as hiring evaluations, position interviews, resume reviews, contacting individual employees, etc.

Insurance Requirements.
Workers' Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they must be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 must be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

General Liability. The Contractor must have bodily injury liability insurance coverage written on a comprehensive form of policy of at least $500,000 per occurrence.

Automobile Liability. The Contractor must have automobile liability insurance written on a comprehensive form of policy. The policy must provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in

the United States must provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage or loss.

Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor must have aircraft public and passenger liability insurance. Coverage must be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury must be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

Proof of insurance shall be submitted to the COR and Contracting Officer pursuant to the clause at FAR 52.228-5 within 5 calendar days of award

Period of Performance.
This requirement is for five (5) years consisting of one base year, with four option years.

Detailed Technical Requirements (Contractor Requirements).
The Contractor, as an independent contractor and not an agent of the USDA Wyndmoor facility, shall supply the necessary personnel, material and all other items necessary for or incidental to completing the Scope of Work outlined above. The Contractor shall provide all services necessary for the final treatment/disposal of the Biological/Infectious and Regulated Medical Waste, 6.2, UN3291, Unspecified wastes in accordance with all local, state, and federal laws, and regulations and the terms and conditions of this contract.

All work performed by the Contractor shall comply with all current applicable Federal, state and local laws and regulations.

All waste materials shall be removed and treated as regulated by the EPA in vehicles permitted and placarded to haul Biological/Infectious Waste. The contractor shall prepare and use applicable profiles, manifest, package labeling, and truck placarding for the wastes retrieved.

The contractor shall furnish all supplies and provide rigid reusable containers and liners that meet all applicable Federal, State, and local regulations for transfer and removal of Biological/Infectious and Medical Waste, 6.2, UN3291, Unspecified. All supplies shall be included in the price including one liner per rigid container. Containers shall be provided in two sizes: a smaller container of approximately 28-30 gallons capacity and a larger wheeled container to hold approximately 96 gallons. ERRC needs an initial delivery of approximately 60 of the smaller containers and 20 of the larger containers. After the initial delivery, ERRC typically produces an average of 15 28-gallon containers (high of 25) and 4 of the 96-gallon (high of 6) containers for removal weekly.

The contractor shall supply rigid reusable biological sharps containers that meet all applicable Federal, State, and local regulations for transfer and removal of Biological/Infectious and Medical Waste, 6.2, UN3291, Unspecified. All supplies shall be included in the price including one liner as applicable. Biological sharps containers shall be provided in two sizes if possible: a small container for use in hoods and cabinets with approximately 1-2 gallon capacity, and a larger container with approximately 9-10 gallons capacity. ERRC requires an initial delivery of approximately 40 of the small and 75 of the larger biological sharps containers. After the initial delivery, ERRC typically produces an average of 2 of the small containers (high of 6) and 8 of the larger containers (high of 16) for removal weekly.

The contractor shall be responsible for the pickup of filled biological waste and biological sharps containers from a central location at ERRC on a weekly basis, preferably on Friday. Removal, treatment, and final disposal shall be performed in accordance with applicable Federal, State, and local regulations.

Estimated weight to be removed is approximately 3800lbs/month, and peak months may approach 5000 – 6000lbs.

Invoicing:
The contractor shall request payment monthly through the IPP system in arrears pursuant to the Invoicing and Payment Section in the contract.

Mandatory Recycling
ARS is implementing an affirmative program to promote cost-effective waste reduction and recycling of materials generated in its operations and facilities. Supplied containers shall be reusable to the greatest extent practical.

Transportation Requirements
The Contractor shall comply with, and ensure that all applicable subcontractors comply with, all requirements of United States Department of Transportation (DOT), State and local regulations, regarding waste transportation under this contract.

Spill Responsibility
The Contractor shall be solely responsible for any and all spills or leaks and subsequent clean ups that may be required during the performance of this contract which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The Contractor shall remediate such spills or leaks to the satisfaction of the Agricultural Research Service and in a manner that complies with applicable Federal, state, and local laws and regulations. The remediation shall be at no cost to ARS. The Contractor shall report all such spills or leaks, regardless of their quantity, to the USDA Wyndmoor facility immediately. A written follow-up report shall be submitted to the USDA Wyndmoor facility no later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:

1. Description of the item spilled (including identity, quantity, manifest no., etc.).
2. Whether amount spilled is EPA/state reportable, and if so whether it was reported, and to whom.
3. Exact time and location of spill including a description of the area involved.
4. Containment procedures initiated.
5. Summary of any communications contractor has with press, state officials, or ARS officials.
6. Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

Safety
The Contractor shall perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, Contractor's personnel and equipment shall comply with applicable state, Federal, and local laws, safety regulations and procedures, and contractor shall ensure that its agents, employees, and subcontractors perform in a safe manner. The Contractor shall ensure that all personnel involved in handling and packaging the Biological/Infectious and Medical Waste, 6.2, UN3291, Unspecified are trained for the level of expertise required for the proper performance of the task. Handling and personnel protective equipment shall be provided by the contractor and shall be appropriate to ensure safe handling Biological/Infectious and Medical Waste, 6.2, UN3291, UNSPECIFIED waste. The Contractor personnel and equipment shall be subject to safety inspections by Agricultural Research Service personnel and state authorities while on ARS property.

Training

Documentation on the Contractor's training program sufficient to demonstrate compliance with OSHA, DoT and state requirements relative to Biological/Infectious and Medical Waste, 6.2, UN3291, UNSPECIFIED handling shall be provided.

Permits

The Contractor shall, without additional expense to the USDA Wyndmoor facility, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State and local laws, codes, and regulations in connection with the execution of the work. This includes ensuring that USDA Wyndmoor facility Biological/Infectious and Medical Waste, 6.2, UN3291, Unspecified wastes are sent to licensed, permitted, and approved disposal sites in good standing.

Treatment of Biological/Infectious and Medical Waste, 6.2, UN3291, UNSPECIFIED on USDA Wyndmoor facility property

Treatment of Biological/Infectious and Medical Waste, 6.2, UN3291, Unspecified on USDA ERRC facility property is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable federal, state and local laws and regulations.

Manifesting and Shipping Documents

The contractor shall provide ERRC with a manifest and proof of destruction for each pickup detailing weight of waste removed within 30 days of pickup.

Reports

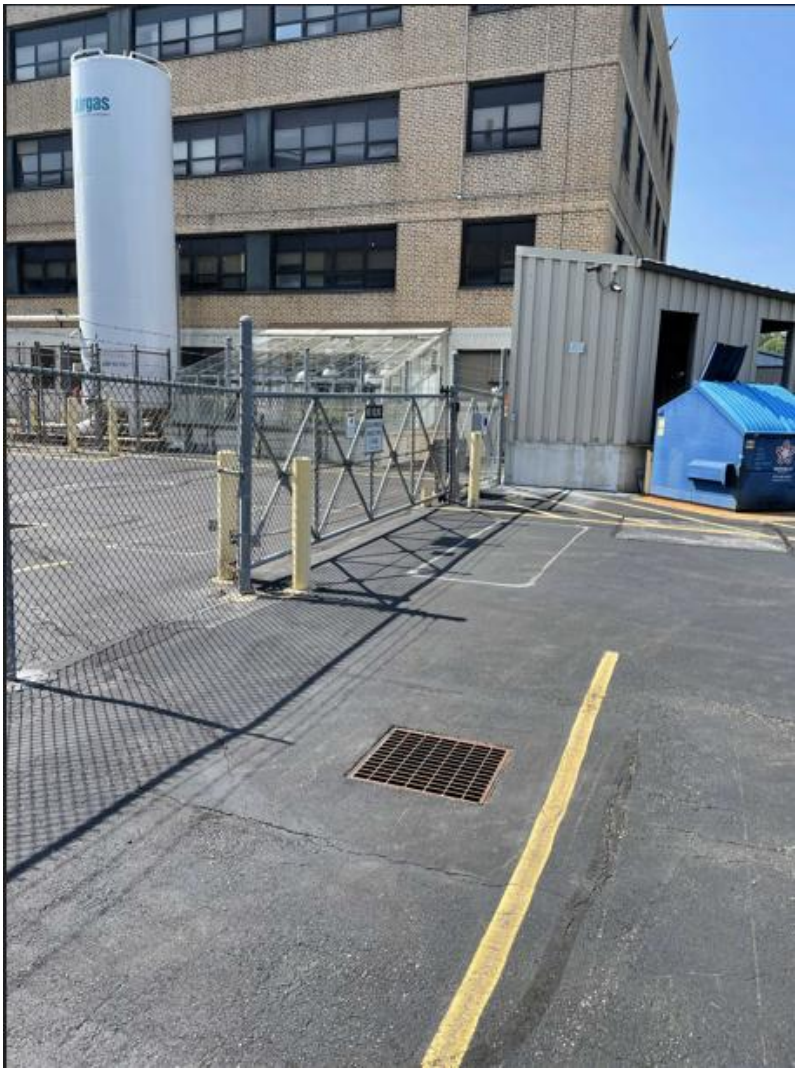
The Contractor shall prepare a Certificate of Disposal. This certificate shall be submitted prior to the invoice submittals. Any discrepancies between the contract inventory and what was actually picked up or disposed of shall be thoroughly described and documented.

Surveillance Methods to Perform Quality Assurance

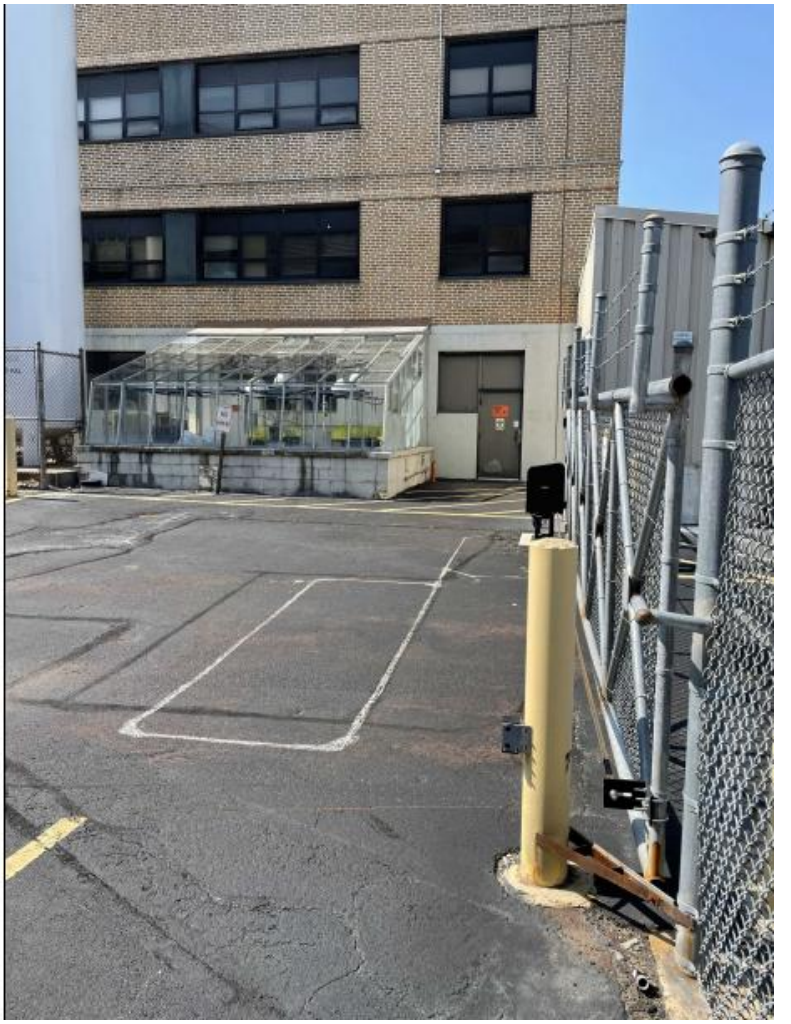
See Attachment 2 QASP

Site Orientation:

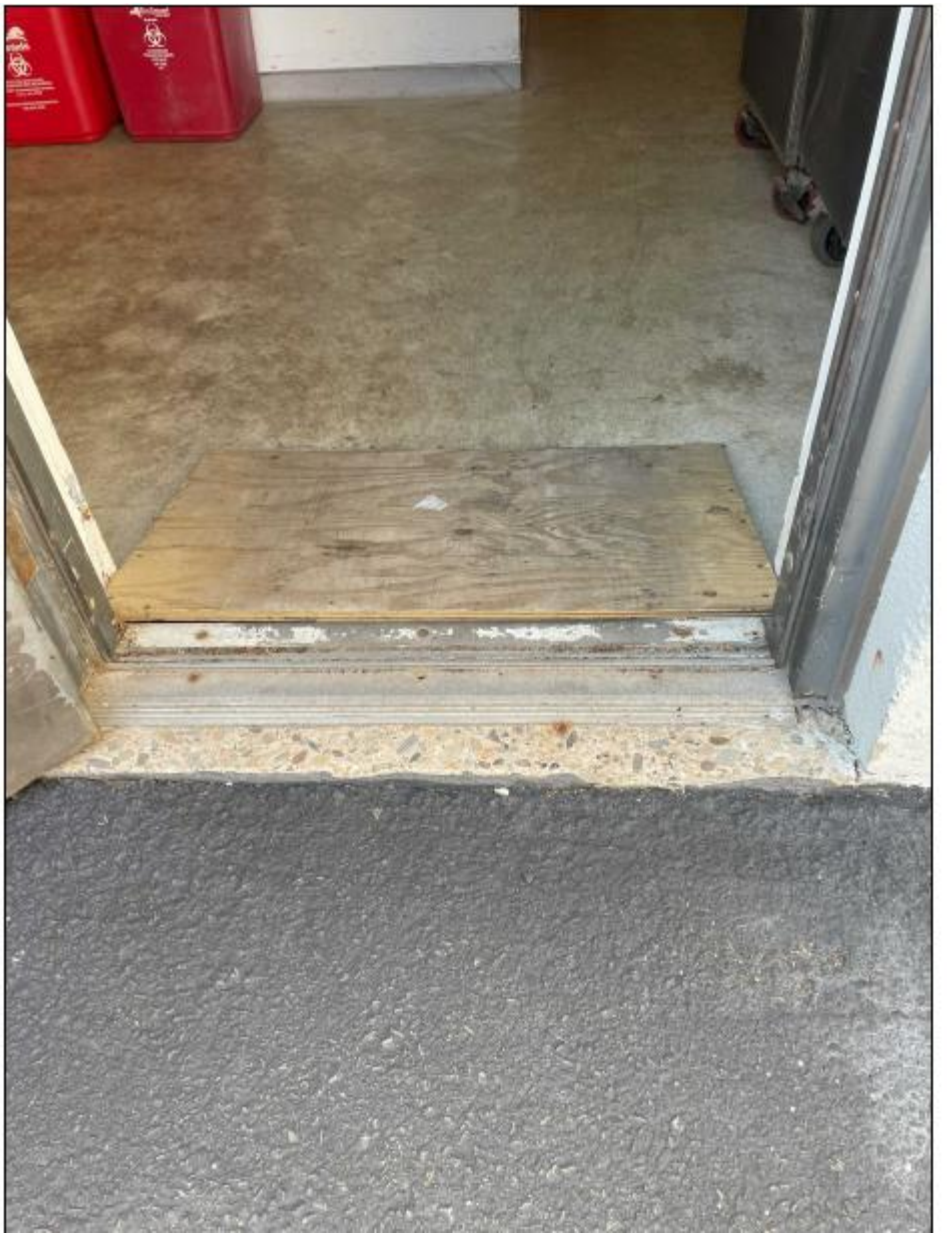
1. View of gated courtyard from just outside gate, see below:



1. View of courtyard and door from just inside gate, see below:



2. Closer view of room with open door from outside, see below:

3. View of the room from right inside the door, see below:

4. Door threshold/3-4 inch wooden ramp at the door, see below: