



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7129

This contract entered into this 18th day of March 2025, by NEIE Medical Waste Services, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From April 14, 2025 through April 13, 2026 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal #JBM-1225 dated January 15, 2025:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum No. One - January 24, 2025
(e) Addendum No. Two - January 30, 2025
(d) Addendum No. Three - February 4, 2025
(3) The Contractor's Proposal dated February 4, 2025 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated March 4, 2025

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Jeremy Feldbusch
(Printed Name)

Annie Korn
(Printed Name)

Title: President

Title: Procurement Manager - Facilities, Construction & Athletics

**RFP # JBM-1222, Medical Waste Removal Services
Negotiation Summary for NEIE Medical Waste Services
March 4, 2025**

1. Contact information for NEIE Medical Waste Services, LLC:

Service POC:

Lorie Flechsig - Customer Service Manager
Phone – (433) 309-1057
Email – lflechsig@neiemws.com

Contract/Signatory POC:

Jeremy Feldbusch– President
Phone - (804) 932-8412
Email – jfeldbusch@neiemws.com

2. The Pricing Schedule is set forth as the following. There shall be no additional miscellaneous or incidental fees that have not been identified in the contract. Additional charges will not be accepted by the University, without prior authorization.

| Item / Service Description | Price |
|---|---|
| Supplies | |
| One Quart Size (<i>per unit</i>) | \$2.25 Each |
| Two Quart Size (<i>per unit</i>) | \$2.30 Each |
| 5 Quart Containers (<i>per case</i>) | \$98.75 (<i>20 Per Case</i>) |
| F110 Liners (<i>per case</i>) | \$45.00 (<i>100 Liners Per Case</i>) |
| Absorbent Pads (<i>per case</i>) | \$125.00 (<i>100 Per Case; 15" W x 19" L</i>) |
| Services | |
| Medical Waste Removal Services (<i>per site/per removal</i>) | \$45.00 Per 32 Gallon Box <i>45 lb. Weight Limit</i> |
| Pathological Waste Removal Services (<i>per site/per removal</i>) | \$75.00 Per 32 Gallon Box <i>45 lb. Weight Limit</i> |
| 31 Gallon Leakproof Reusable Container RMW Autoclave | \$45.00 Each <i>45 lb. Weight Limit</i> |
| 96 Gallon Leakproof Reusable Cart RMW Autoclave | \$105.00 Each <i>90 lb. Weight Limit</i> |
| 31 Gallon Leakproof Reusable Container Pathological Waste | \$75.00 Each <i>45 lb. Weight Limit</i> |
| 96 Gallon Leakproof Reusable Cart Pathological Waste | \$135.00 Each <i>90 lb. Weight Limit</i> |
| Other/Fees | |
| Online Training | \$15.00 Per Training Class Credit |
| In Person Training | \$380/session |
| Credit Card Processing Fee | 2.7% |

**RFP # JBM-1222, Medical Waste Removal Services
Negotiation Summary for NEIE Medical Waste Services
March 4, 2025**

| | |
|--|--|
| Overweight fees for reusable/corrugated boxes: 28-gal containers (<i>over 45 lbs.</i>) 96-gal containers (<i>over 90 lbs.</i>) | Autoclave Waste: \$ 0.34 per lb. Incineration Waste: \$0.75 per lb. |
| No Waste Fee (<i>fee if truck is scheduled and no waste is collected</i>) | A One-Box Minimum per scheduled service. <i>*The higher container rate will determine the fee.</i> |

3. Mondays and Thursdays are scheduled service days. The University will provide 48 hours' notice for changes in service days and 24 hour' notice for cancellations to avoid No Waste Fees.
4. Parties agree that this Negotiation Summary modifies RFP # JBM-1222 and the Contractor's initial response to RFP # JBM-1222, and in the event of conflicts, this negotiation summary shall take precedence.
5. Contractor agrees that all exceptions taken within their initial response to RFP# JBM-1222 that are not specifically addressed within this negotiation summary are null and void.
6. Contractor hereby rescinds confidentiality of its entire proposal dated 2/04/2025 and all subsequent negotiations.
7. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
8. NEIE Medical Waste Services, LLC shall agree to the annual increase amount to be based on the CPI-W scale per renewal.
9. Contractor shall provide detailed invoicing that clearly demonstrates contract pricing.
10. Payments shall be made in accordance with the *Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.*

REQUEST FOR PROPOSAL
RFP# JBM-1222

Issue Date: January 15, 2025
Title: Medical Waste Removal Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on February 05, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-3130; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

NEIE Medical Waste Services, LLC

By: 
(Signature)

3100 New Kent Highway

Name: Jeremy Feldbusch
(Please Print)

Quinton, VA 23141

Date: 2-4-2025

Title: President

Web Address: <https://www.neiemws.com/>

Phone: (804) 932-8412

Email: jfeldbusch@neiemws.com

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 JF #2 JF #3 JF #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒ SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

February 4, 2025

Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

**Re: Response to RFP# JBM-1222
Medical Waste Removal Services
Due February 5, 2025 at 2:00 PM EST
Proposal**

Dear Mr. Martinez:

NEIE Medical Waste Service, LLC, (NEIE MWS) a **Verified Service-Disabled Veteran-Owned Small Business (SDVOSB)**, welcomes the opportunity to respond to the above-mentioned Solicitation. Attached, please find our proposal for your review and consideration of the award.

We believe you will find the attached proposal comprehensive and representative of an organization that is prepared to meet or exceed the project requirements. Thank you for your consideration.

Respectfully Submitted,


NEIE Medical Waste Services, LLC
Jeremy W. Feldbusch
Managing Member/President
Office: (724) 675-8491
Email: jfeldbusch@neiemws.com
SAM UEI Number – XKA7FM3CLCX4
SWaM Number - 698433

Attachment: (NEIE MWS) RFP# JBM-1222 – Medical Waste Removal Services



Proposal for:
Commonwealth of Virginia
James Madison University
RFP# JBM-1222
Medical Waste Removal Services

PROPOSAL

NEIE Medical
Waste Services LLC



Prepared By:
NEIE MEDICAL WASTE SERVICES, LLC
A Service-Disabled Veteran Owned Small Business

Submission Due Date: February 5, 2025
Submission Time: 2:00 PM EST

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PREFACE

NEIE Medical Waste Services, LLC. (NEIE MWS) is submitting this proposal in response to the **RFP# JBM-1222 for Medical Waste Removal Services of James Madison University** which has been identified in the Statement of Needs.

NOTICE

This proposal includes data that shall not be disclosed outside the Government/State and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to NEIE Medical Waste Services, LLC., because of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets of this Price Proposal whether or not the sheet references this notice.

Executive Summary of Qualifications

NEIE Medical Waste Services, LLC (NEIE MWS) welcomes this opportunity to respond to the **Commonwealth of Virginia, James Madison University, Harrisonburg, VA RFP# JBM-1222** for Medical Waste Removal Services. NEIE MWS operates under several NAICS codes and would like to highlight **NAICS Code 562112** for the purposes of this solicitation.

Overview of NEIE MWS

NEIE MWS is a **Verified Service Disabled Veteran Owned Small Business (SDVOSB/VOSB)** with less than 500 employees. NEIE MWS is an established small business and experienced provider of comprehensive waste management and disposal services. We offer turn-key waste management services to our clients which helps ensure 100% Environmental compliance. To maintain our high standards, NEIE MWS has implemented employee-training programs ensuring excellence in project performance is not assumed but managed as our highest priority. NEIE MWS is a small business concern in accordance with SBA size standards for NAICS Codes 562112, as well as 541330, 562219, 541990, 562119, 561210, 561499, 562910, 562219, 237990 and 611699. NEIE MWS is currently registered with the Commonwealth of Virginia's Marketplace (eVA) /, DUNS No.806654286 and SWAM certification 698433. In addition, NEIE MWS is currently registered with the System for Award Management (SAM) and maintains its representations and certifications on the SAM website (<https://www.sam.gov>), DUNS No.806654286.

NEIE MWS currently maintains offices in Pennsylvania, Virginia, North Carolina, Florida, and Maryland. NEIE MWS is recognized for its cost effective and environmentally sound waste management solutions.

The comprehensive experienced and skilled waste management professionals of NEIE MWS are committed to providing the best quality service for the most reasonable price, and our contribution has continued to be recognized as "Value-Added."

NEIE MWS at a Glance

Main Office

Blairsville, PA

Mid-Atlantic Regional Offices

Hickory, NC

Quinton, VA

Henrico, VA

Rising Sun, MD

South-Eastern Regional Offices

Plant City, FL

Website: *www.neiemws.com*

Tax ID No: [REDACTED]

DUNS No: 806654286

Cage Code: 4WE82

USDOT Number: 2460870

NAICS Codes:

562211, 562111, 541330, 562112, 562219, 541990, 562119, 561210, 561499, 562910, 562219, 237990 and 611699.

Insurance:

General Liability: \$1M / \$2M

Automobile Liability: \$1M

Worker's Comp.: \$1M

Pollution Liability: \$2M

Our company's foundation is based on responsive service, and NEIE MWS management is committed to providing the technical and management expertise needed to ensure successful project completion.

NEIE MWS currently holds over one hundred (100) Federal and State contracts nationwide. NEIE MWS would like to highlight our long-term success, extensive experience and expertise across the country as illustrated in the charts on Page 8.

Through proven performance and exceptional client satisfaction, NEIE MWS has developed core services that encompass a business model of “Total Waste Management.” In the performance of Hazardous and Non-Hazardous medical waste collection, we have successfully fulfilled contracts involving hazardous, cytotoxic, infectious & pathogenic waste, including blood and blood products, animal & human tissues, body parts, bedding and carcasses, biological and pharmaceutical waste, sharps, and isolation waste such as Aids and Hepatitis.

In our commitment to providing unparalleled service, our regulated medical waste division is available **Monday through Friday, from 8:00 AM to 5:00 PM**, ensuring consistent and reliable waste disposal support during standard business hours. Our dedicated team is also available outside regular business hours to address any urgent concerns or emergencies that may arise. **Our after-hours emergency number is (866) 313-7878.** Customer service is our priority, and we take pride in offering responsive and efficient solutions in handling service needs promptly. Should your facility have an issue or need a service schedule change, our **Project Manager can be reached at (410) 658-1633** or you may contact our **Virginia office at (804) 932-8412.**

NEIE MWS will take an initiative-taking approach and will work closely with our points of contact and the Contracting Officer to ensure that there will be no service interruption to the Client’s facilities upon contract award to NEIE MWS.

NEIE MWS reserves the right to utilize our own employees and transportation services during the execution of this contract. NEIE MWS will provide all the contract management duties and functions required for the successful performance of this contract.

Proven Performance

Since 2007, NEIE MWS has successfully executed over 100 service contracts for the management and disposal of Regulated Medical Waste (RMW), Reusable Sharps, Pharmaceutical Waste, Solid Waste and Hazardous Waste. Servicing Federal, State and Local contracts. NEIE MWS currently services Colleges and Universities within Virginia and Nationwide.

1.0 – TECHNICAL MANAGEMENT APPROACH

Since 2007, NEIE MWS has successfully executed over one hundred (100) service contracts for the management and disposal of Regulated Medical Waste (RMW), Reusable Sharps, Pharmaceutical Waste and Hazardous Waste with Federal, State and Local facilities.

NEIE MWS's team of experienced executives, managers, supervisors, and technicians have demonstrated technical ability to deliver quality services. We bring:

- In-house personnel will be dedicated to this contract.
- Proven project management procedures and project scheduling, cost tracking and accounting systems.
- Dedicated Quality Control/Quality Assurance professionals and protocols.
- A focus on safety in everything we do.



1.1 Regulated Medical Waste (RMW)

NEIE MWS focuses on a partnership with our clients. We strive to evaluate all options and ensure we are handling client's waste in the most efficient manner feasible. We review equipment, transportation, treatment technologies, and packaging to arrive at the best solution. NEIE MWS has a proven track record for providing expertise in not only cost savings, but more importantly efficiency. We focus on having the right employees in place for each job, ensuring we exceed customers' expectations.

We clearly understand the unique needs of James Madison University for prompt and consistent service. It is very important to have a company that keeps the site compliant with all State and Federal regulations which generators of regulated medical waste must follow. Our company assures our client's regulatory compliance. RMW is a highly regulated waste stream, and it is imperative to have a company who keeps up with all regulations and training to ensure customer's compliance. We provide clear tracking of the waste and detailed manifesting that shows how the waste is handled and treated.

The Virginia Medical Waste Regulations changed in March, 2023. Please see summary of the significant changes.



Regulated Medical Waste Management Regulations, Amendment 3

Summary of Significant Changes

This document provides a summary of Amendment 3 to the [Virginia Regulated Medical Waste Management Regulations \(9VAC20-121\)](#). The new regulations are effective March 15, 2023, and background information on Amendment 3 to the regulations is available on the [Virginia Regulatory Town Hall webpage](#).

Purpose of Amendment

This amendment repeals Chapter 120 and replaces it with Chapter 121 to clarify requirements for generators and transporters, modernize operational standards for transfer stations and treatment facilities based on industry best practices, improve permitting procedures, and address the management of highly infectious Category A waste.

| Regulatory Outline | Summary of Significant Changes |
|---|--|
| Definitions | <ul style="list-style-type: none"> Adds definitions for waste types (e.g., Category A Waste, household sharps), facility types (e.g., captive, non-captive), and procedures for validation and challenge testing of treatment units |
| General Information | <ul style="list-style-type: none"> Provides existing permitted RMW Transfer Stations and RMW Treatment Facilities until September 15, 2024, to submit updated permit application documents to address new regulatory requirements (revalidation of treatment units is required upon DEQ approval of treatment plans) Prohibits certain RMW activities (e.g., operating without a permit, unpermitted discharges) Adds more RMW examples and exemptions to clarify what is and is not managed as RMW |
| Standards for Management of All RMW | <ul style="list-style-type: none"> Updates general handling, packaging, labeling, storage, reusable container, spill cleanup, and transport requirements applicable to all generators and all handlers of RMW Revises storage conditions and time limits for generators and permitted facilities: <ul style="list-style-type: none"> Generators of less than 250 gal/month – remove stored RMW monthly, max 45-day hold Generators of 250 gal/month or more – remove stored RMW weekly, max 10-day hold Treatment Facilities – treat or remove RMW on a weekly basis, max 10-day hold Transfer Stations – store up to 7 days unrefrigerated, max 15-day hold Updates standards for reusable container cleaning and provides new options for disinfection Incorporates 2022 federal standards for management of highly infectious Category A waste |
| Standards for RMW Transfer Stations and Treatment Facilities | <p>For both RMW Transfer Stations and RMW Treatment Facilities:</p> <ul style="list-style-type: none"> Updates siting, design and construction, operations, and closure standards for greater consistency with solid waste management (non-disposal) facilities Requires that facilities maintain and operate in accordance with a new RMW Management Plan Adds new requirements for unauthorized waste control, fixed radiation detectors to screen for radioactive waste, housekeeping, monthly self-inspections, and initial and annual training <p>For RMW Treatment Facilities (only):</p> <ul style="list-style-type: none"> Eliminates previous requirement to shred RMW, as it is no longer an industry best practice Establishes new minimum performance standards for each treatment method Updates spore inactivation requirement to 6 log₁₀ reduction or greater for effective treatment Requires initial and periodic validation testing to establish site-specific operating parameters Updates challenge testing protocols (e.g., number, type, and placement of biological indicators) Requires new Treated Waste Disposal Plans to be distributed to all receiving facilities |
| Permitting of RMW Facilities | <ul style="list-style-type: none"> More clearly exempts generators and transporters from permit requirements Addresses other activities exempt from permitting (e.g., sharps drop boxes, pre-treatment) Eliminates previous “on-site” and “off-site” permits and identifies single new permit-by-rule process (and new PBR application form) for RMW Transfer Stations and Treatment Facilities Eliminates permit expirations and renewals – permits are now valid for the life of the facility Establishes new process for emergency permits to be issued if necessary Updates recordkeeping and establishes 24-hr/5-day reporting of unusual conditions |

1.2 Servicing

NEIE MWS provides our customers with the appropriate containers for the packaging of regulated medical waste tailored to their needs. The containers are labeled with the bio-hazard symbol, as well as other required markings in compliance with the US DOT. Liners are provided for the regulated medical waste, which serve as the inner packaging.

Clean, disinfected containers or new boxes are delivered to the customer with each and every service ensuring an appropriate supply of containers and packaging materials are on-site at all times to contain the regulated medical waste. The waste is picked up at a weekly frequency per the Statement of Needs.

NEIE MWS shall provide all labor, equipment and materials for the packaging, labeling, marking, pick up, loading, manifesting, transporting, treatment and disposing of regulated medical waste. The term “regulated medical waste” includes infectious, pathological, and/or non-EPA regulated chemotherapeutic waste. The term “regulated medical waste” specifically excludes fetal remains, human torsos, and corrosive, reactive, radioactive, toxic, volatile, explosive, amalgams, mercury, controlled substances, EPA regulated chemotherapeutics and other hazardous materials.

1.3 Medical Waste Acceptance Protocol

Accepted Waste:

- Sharps** (Needles and syringes, scalpel blades, glass pipettes, slides, etc.)
- Laboratory Wastes** (Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)
- Contaminated Disposal Material, Equipment, and Instruments** (Includes but is not limited to: blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)
- Dialysis Tubing and filters**
- Blood, Blood Products, Body Fluids**
- Trace-contaminated Chemotherapy Waste** Empty drug vials, syringes and needles, spill kits, IV tubing and bags contaminated gloves and gowns, and related materials as defined in Federal and state standards
- Pathological Waste** Human or animal body parts, organs, tissues and surgical specimen (exclusive of formaldehyde or other preservative)

Waste NOT Accepted

- Pharmaceutical Waste** Must be characterized and certified as Non-RCRA hazardous material by generator. Additional packaging and protocols apply.
- Chemicals** such as Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer/developer, etc.
- Hazardous Waste** Drums or other containers with a hazard warning symbol, batteries, heavy metals
- Radioactive Waste** Any container with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials
- Complete Human Remains** (Cadavers, complete torso, etc.)
- Bulk Chemotherapy Waste – Will require a contract modification.**
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans**
- Glass Thermometers, Sphygmomanometers, and Other Medical Devices Containing Mercury.**

1.4 Handling/Equipment Inspection Procedures

The pickup of the regulated medical waste from the Client's facilities will take place weekly at pre-established agreed upon times and dates as listed in the Statement of Needs as listed in detail below:

In accordance with the Virginia Medical Waste Rules and Regulations 9VAC20-121-110 B. "The generator of regulated medical waste is responsible for the packaging and labeling of regulated medical waste. Contractors or other agents may provide services to the generator, including packaging and labeling of regulated medical waste; however, no contract or other relationship shall relieve the generator of the responsibility for packaging and labeling the regulated medical waste as required by this chapter." All containers shall be filled, sealed, labeled, and presented for transportation. Any containers that are breached, crushed, unsealed, leaking or wet will not be accepted until properly repackaged by the customer. This protects both the Client's facilities and the transporter from being out of compliance.

1.5 Training

NEIE MWS will provide online training for James Madison University (JMU). This allows JMU management of regulated medical waste staff training. NEIE MWS provides a web-based training portal to the designated James Madison University staff training administrator(s). Training will consist of US DOT Regulated Medical Waste (RMW) training which is required for anyone who handles regulated medical waste including staff who ship or receive RMW, prepares waste for transportation, marks and labels containers, completes shipping documents, selects packaging and load or unload RMW. Our online professional course meets the training requirements required by the US DOT. Once the course is completed the training record and certificate are immediately available for download.

DOT training is required for any employee who has any part in preparing regulated medical waste for shipment, whether that be packaging, labeling or signing the manifest prior to transportation. DOT regulations require new employees to complete the training within 90 days of employment. Employees must also repeat the training every three years. It is the sole responsibility of the employer to ensure employees complete and maintain certification in a timely manner.

The NEIE MWS training portal allows the training administrator to easily assign the training course to any employee, or groups of employees. When assigned, the training center will send an email to each employee, informing them of their training assignments, and provides a link to automatically log them into their training center. The administrator can track the progress of each employee, view their training certificates, and even remind them to complete a training course.

NEIE Medical Waste Services LLC Customer Portal
NEIE Medical Waste Services, LLC Demo User

Sign Out | Visit Our Coronavirus Resource Center | Powered by Compliance Publishing Terms & Conditions

Training | MSDS/SDS | ICD-9 & ICD-10 | Federal Regulations | Safety Plans | Audit | MyDocs | My Compliance | Settings

Training | Administration | Employee Import | Buy More Credits | Click for Help Articles | Contact Us

Individual Training Login

To begin or continue a training session, login with your personal username.

Personal Username (Email or Full Name)

Group Training

Do you need to train as a group? Enter your administration password below to start a Group Training session, and click Sign In.

Administration Password

Are you an Office Manager?

Is this your first time here, or do you need to get your entire office set up? Start by reading the [Training Overview](#). Then check out the [Administration](#) page. Here you can create all of your employees, and assign them trainings. [Learn more](#) about the video trainings that are available at your fingertips. If you have a spreadsheet of employees, those can be imported via our [Employee Import](#) page.

Protect Your Employees From The Coronavirus With The FREE Hand Hygiene Training

OSHA

What is the Compliance Suite?

NEIE Medical Waste Services LLC Customer Portal
NEIE Medical Waste Services, LLC Demo User

Sign Out | Visit Our Coronavirus Resource Center | Powered by Compliance Publishing Terms & Conditions

Training | MSDS/SDS | ICD-9 & ICD-10 | Federal Regulations | Safety Plans | Audit | MyDocs | My Compliance | Settings

Training | Administration | Employee Import | Buy More Credits | Click for Help Articles | Contact Us

Choose an Admin Tool

24 training credits available
[Purchase Additional Credits](#)

Filters: Choose Training Type | Choose Training Status | Choose Department

All Trainees

[Add New Trainee](#)

View: **Active Employees** | Inactive Employees | Search Results

Search by Employee Name or Email Address

Click on a trainee name to view their training history, or assign a new training/policy.

| | |
|------------------|--|
| Marla Allara | Bloodborne Pathogens for Healthcare due 01/31/2023 |
| Meghan Coleson | Bloodborne Pathogens for Healthcare Valid through 06/16/2024 |
| Roderick Eustace | DOT Regulated Medical Waste Not Complete |
| Brian Feldbusch | Bloodborne Pathogens for Healthcare Expires in 24 days |
| Lorie Flechsig | Bloodborne Pathogens for Healthcare due 04/30/2023 |
| Gabrielle Graham | Bloodborne Pathogens for Healthcare Valid through 12/16/2024 |

Training Admin Tips

Learn more about the video trainings that are available at your fingertips.

Training Status Chart

All

17 Employees

| Status | Count |
|---------------|-------|
| No Status | 8 |
| Completed | 7 |
| Expiring Soon | 2 |

Ten annual credits are included. One credit equals one training course. Additional credits can be purchased as needed. The NEIE MWS online compliance training portal offers additional courses. Please see below:

Training Courses

| Course | Time | Number of Credits |
|--|--------------------|--------------------------|
| Bloodborne Pathogens for Healthcare | 1 hour, 21 minutes | 1 Credit |
| Bloodborne Pathogens for Schools | 45 minutes | 1 Credit |
| HIPPA | 1 hour, 10 minutes | 1 Credit |
| Hazcom (GHS) | 45 minutes | 1 Credit |
| DoT: Regulated Medical Waste | 41 minutes | 1 Credit |
| Personal Protective Equipment for Healthcare | 25 minutes | 1 Credit |
| Sharps Safety | 19 minutes | 1 Credit |
| Fire Safety | 30 minutes | 1 Credit |
| Electrical Safety | 30 minutes | 1 Credit |
| Hand Hygiene for Healthcare | 20 minutes | 1 Credit |
| Ergonomics | 25 minutes | 1 Credit |
| Workplace Violence Prevention | 45 minutes | 1 Credit |
| Medicare Fraud, Waste and Abuse | 76 minutes | 1 Credit |
| Medicare C & D Compliance | 19 minutes | 1 Credit |
| Sexual Harassment Prevention-NY | 60 minutes | 1 Credit |

NEIE MWS will provide printed material in pdf format for regulated medical waste packaging instructions and other useful RMW materials upon request.

1.5 Pathological Waste

Pathological waste requires incineration for disposal and needs to be marked accordingly. Pathological waste must be properly segregated, labeled, marked, and shipped. Once the waste is segregated it may be stored and transported in reusable containers or corrugated boxes.

In order to ensure safe handling, and treatment by incineration only, we can provide corrugated boxes for its packaging or leakproof reusable containers. NEIE MWS will provide “Incinerate Only” labels for the outside of the container. All pathological waste containers must be marked with the appropriate labels to ensure proper treatment.

The generator is also responsible for labeling the outside of the container. Pre-printed bar-coded labels will be provided with each service. Only one label is to be placed on the container on one side. Please do not label all four sides of the containers.

1.6 Transporting

With each pick-up the designated Client's staff member at the facility will be provided with a detailed manifest for all medical waste transported. The manifest will include the date of pickup as well as the number of containers collected. The transporter shall certify that the manifest matches the number of containers being removed. Waste will be transported on a DOT compliant medical waste box truck. The 24' or 28' straight truck will be fully enclosed and leak resistant. The truck shall be dedicated to the transport of regulated medical waste and displays the words "Regulated Medical Waste" on the sides of the body. Trucks are maintained in sanitary condition and locked when left unattended.

The driver/technician will always have a proper uniform and ID /name tag while on duty.

1.7 Disposal Methods for Regulated Medical Waste

The truck will transport the Regulated Medical Waste containers to a licensed/permitted receiving and processing facility. The **medical waste treatment facilities utilized are located in Concord, NC and Haw River, NC.**

NEIE MWS maintains partnerships with an extensive list of licensed and permitted team subcontractors nationwide and as such we reserve the right to utilize the services of alternate partners for waste disposal as appropriate during the course of this contract.

Autoclaving Process: After screening, containers of waste are placed in charging bins for loading into the autoclave. The operator then moves the charging bins into the autoclave and closes the charge door. To begin the steam decontamination cycle, the operator displaces air inside the autoclave using a vacuum pump or gravity displacement. The vacuum condition allows the decontaminating steam to penetrate waste and thus improve treatment effectiveness. Steam from an external natural gas boiler is injected into the autoclave and pressurized to heat waste temperatures up to 325 ° F for at least 30 minutes. (Each facility's permit and operating procedures specify temperature and cycle time requirements.) After removal from the autoclave, treated waste may be shredded or compacted, or both. The noninfectious waste is transported to a landfill for disposal.

Incineration Process: Incineration is a combustion process that requires organic material, oxygen, and heat. Organic material and oxygen react inside the incinerator's combustion chambers to produce gas and energy. The incinerator is preheated using a fuel such as natural gas. Then waste is loaded into the combustion chamber, providing the organic material necessary for combustion. Oxygen enters the combustion chamber through airports equipped with forced-draft fans. These fans pull in ambient (outside) air, which contains about 21 percent oxygen. Auxiliary fuel burners supply heat until the system reaches operating temperature. At this point, energy released from the burning waste can maintain the operating temperature. Combustion produces the byproducts of ash, energy (heat) and combustion gas. By measuring and testing these byproducts, incinerator

operators can monitor combustion quality to ensure complete burning that generates sterile ash and minimizes air emissions. The ash undergoes periodic testing to ensure it meets landfill disposal standards then transported to a landfill. All waste shipments collected will be documented as to source, type, volume, and weight. Documentation includes a fully completed manifest for each shipment of regulated medical waste. The manifest (shipping papers) will serve as a tracking document for this shipment from “the cradle to the grave.” Following destruction, a signed copy of this manifest certifying destruction will be sent to your facility for your records.

1.9 Project Management Plan Approach

Our project management plan is accomplished through a top-down approach. All contract management operations are overseen by our ownership group which begins with our company President and fellow partners. The day-to-day operational duties related to customer service needs will be handled by our Customer Service Manager (CSM). Our CSM will be the main point of contact related to routine services, transportation matters, container deliveries, waste collection and processing services, etc.

Our Corporate Controller will be the lead for all invoice and pricing matters related to monthly billing. All contractual matters and questions related to our contract will be the responsibility of our ownership team. Any/all matters related to our contract itself should be directed to our ownership group and/or our Project Manager (PM). The leading POC for contractual matters will be Marla Allara.

NEIE MWS Online Customer Portal provides customers with total account management. Our online portal offers many convenient features. Here, you will be able to view invoices, history of payments, make payments, check your service calendar, view account documents and manifests.

The transportation routing system is handled by our Customer Service Manager (CSM). The routing system utilized is Compliance Publishing. This system collectively tracks and schedules truck movement, waste collection services and container shipments as well as waste container deliveries to the end disposal facilities.

1.9 Billing

Monthly invoices will be generated from our internal accounting system and emailed to the designated billing email addresses. Our billing cycle is thirty days in arrears. Invoices can be accessed and viewed through the online NEIE MWS Customer Portal at <https://www.neiemws.com/>.

Our detailed monthly invoices include the dates of service, manifest number, unit price, description and quantity of containers picked up. The invoice includes a copy of the manifest for each service.

Example Invoice-Manifest Page 2

Regulated Medical Waste

Page: 1 of 3 MANIFEST # 788116



UN3291, Regulated Medical Waste, n.o.s., 6.2, PGII

CODE AREA

| | | | | | |
|---|--|---|---|--|---------|
| GENERATOR | COMPANY NAME State University | | TELEPHONE NUMBER (757) 824-8395 | | |
| | ADDRESS 1012 Trent Street Harris Science Bldg. Rm 313 Norfolk, VA 23504 | | | | |
| | I certify that the information provided is true and correct, and that the generated materials are properly classified, described, packaged, labeled/placarded; and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation. | | | | |
| | Mary Smith NAME OF COMPANY REPRESENTATIVE (Print) | | | 12-09-2024 1:42 PM DATE | |
| PRIMARY TRANSPORTER | NAME(S) OF PERSONS COLLECTING, TRANSPORTING OR UNLOADING WASTE Evan Doty | | INITIALS ED | REGISTRATION NUMBER PBR 642 | |
| | COMPANY NAME NEIE Medical Waste Services LLC | | TELEPHONE NUMBER (866) 313-7878 | | |
| | ADDRESS 5731-5733 Charles City Circle Henrico, VA 23231 | | | DATE MEDICAL WASTE COLLECTED 12-09-2024 1:42 PM | |
| | # cont. | wt. # | # cont. | wt. # | # cont. |
| | 3 | 120.400 | | | |
| | I certify that the information provided above is true and correct and that only untreated medical wastes are contained in this load. I am aware that falsification of this manifest may result in forfeiture of my transporter's registration and/or the privilege of utilizing State-authorized facilities. | | | | |
| Evan Doty NAME OF COMPANY REPRESENTATIVE (Print) | | | 12-09-2024 1:42 PM DATE | | |
| TRANSFER STATION: NAME | | | REGISTRATION NUMBER | | |
| TRANSFER STATION / TRANSPORTER 2 | NAME(S) OF PERSONS COLLECTING, TRANSPORTING OR UNLOADING WASTE | | INITIALS | REGISTRATION NUMBER | |
| | COMPANY NAME | | TELEPHONE NUMBER | | |
| | ADDRESS | | | DATE MEDICAL WASTE COLLECTED | |
| | # cont. | wt. # | # cont. | wt. # | # cont. |
| | | | | | |
| | I certify that the information provided above is true and correct and that only untreated medical wastes are contained in this load. I am aware that falsification of this manifest may result in forfeiture of my transporter's registration and/or the privilege of utilizing State-authorized facilities. | | | | |
| NAME OF COMPANY REPRESENTATIVE (Print) | | SIGNATURE OF REPRESENTATIVE | DATE | | |
| TREATMENT FACILITY | COMPANY NAME Stericycle, Inc. - Haw River | | TELEPHONE NUMBER (866) 783-7422 | | |
| | ADDRESS 1168 Porter Ave Haw River NC 27258 | | | | |
| | PERMIT NUMBER 01-02-1 | DATE WASTE WAS DEPOSITED/UNLOADED 12-10-2024 9:25 AM | TOTAL WEIGHT DEPOSITED/UNLOADED 120.40 | | |
| | DISCREPANCY INDICATION SPACE | | | | |
| | I certify that I have been authorized to accept untreated medical wastes and that I have received the above indicated wastes in accordance with the requirements outlined in that authorization. | | | | |
| | Crystal Lawton NAME OF COMPANY REPRESENTATIVE (Print) | | | 12-10-2024 9:25 AM DATE | |
| In case of emergency, call (866) 313-7878 (24-hr company or other emergency response group telephone) | | | | | |

Example Invoice-Manifest Page 3

Page: 2 of 3 MANIFEST # 766116

| | | | | |
|--|---|---|---|--|
| PRIMARY TRANSPORTER | NAME(S) OF PERSONS COLLECTING, TRANSPORTING OR UNLOADING WASTE Evan Doty | | INITIALS ED | REGISTRATION NUMBER PBR 642 |
| | COMPANY NAME NEIE Medical Waste Services LLC | | | TELEPHONE NUMBER (866) 313-7878 |
| | ADDRESS 5731-5733 Charles City Circle Henrico, VA 23231 | | | DATE MEDICAL WASTE COLLECTED 12-09-2024 1:42 PM |
| | MANIFEST NOTES | | | |
| | | | | |
| TRANSFER STATION / TRANSP | NAME(S) OF PERSONS COLLECTING, TRANSPORTING OR UNLOADING WASTE | | INITIALS | REGISTRATION NUMBER |
| | COMPANY NAME | | | TELEPHONE NUMBER |
| | ADDRESS | | | DATE MEDICAL WASTE RECEIVED |
| | I certify that the information provided above is true and correct and that only <u>untreated</u> medical wastes are contained in this load. I am aware that falsification of this manifest may result in forfeiture of my transporter's registration and/or the privilege of utilizing State-authorized facilities. | | | |
| | NAME OF COMPANY REPRESENTATIVE (Print) | | SIGNATURE OF REPRESENTATIVE | DATE |
| TRANSFER STATION / TRANSP | NAME(S) OF PERSONS COLLECTING, TRANSPORTING OR UNLOADING WASTE | | INITIALS | REGISTRATION NUMBER |
| | COMPANY NAME | | | TELEPHONE NUMBER |
| | ADDRESS | | | DATE MEDICAL WASTE RECEIVED |
| | EXAMPLE | | | |
| | I certify that the information provided above is true and correct and that only <u>untreated</u> medical wastes are contained in this load. I am aware that falsification of this manifest may result in forfeiture of my transporter's registration and/or the privilege of utilizing State-authorized facilities. | | | |
| NAME OF COMPANY REPRESENTATIVE (Print) | | SIGNATURE OF REPRESENTATIVE | DATE | |
| TRANSFER STATION / TRANSP | NAME(S) OF PERSONS COLLECTING, TRANSPORTING OR UNLOADING WASTE | | INITIALS | REGISTRATION NUMBER |
| | COMPANY NAME | | | TELEPHONE NUMBER |
| | ADDRESS | | | DATE MEDICAL WASTE RECEIVED |
| | I certify that the information provided above is true and correct and that only <u>untreated</u> medical wastes are contained in this load. I am aware that falsification of this manifest may result in forfeiture of my transporter's registration and/or the privilege of utilizing State-authorized facilities. | | | |
| | NAME OF COMPANY REPRESENTATIVE (Print) | | SIGNATURE OF REPRESENTATIVE | DATE |
| TREATMENT OR DESTRUCTION | COMPANY NAME Stericycle, Inc. - Haw River | | TELEPHONE NUMBER (866) 783-7422 | |
| | ADDRESS 1168 Porter Ave Haw River, NC 27258 | | | |
| | PERMIT NUMBER 01-02-1 | DATE WASTE WAS TREATED OR DESTROYED 12-10-2024 | TOTAL WEIGHT TREATED OR DESTROYED 120.40 | |
| | I certify that the waste associated with this manifest has been treated or destroyed. | | | |
| | Crystal Lawton | |  | 12-10-2024 10:11 AM |
| NAME OF COMPANY REPRESENTATIVE (Print) | | SIGNATURE OF REPRESENTATIVE | DATE | |

Example Invoice-Manifest Page 4

Regulated Medical Waste

Page: 3 of 3 MANIFEST # 766116



UN3291, Regulated Medical Waste, n.o.s., 6.2, PGII

CODE AREA

| | | | |
|---|---|--|--|
| GENERATOR | COMPANY NAME State University | | TELEPHONE NUMBER (757) 824-8395 |
| | ADDRESS 1012 Trent Street Harris Science Bldg. Rm 313 Norfolk, VA 23504 | | |
| TRANSPORTER | NAME(S) OF PERSONS COLLECTING, TRANSPORTING OR UNLOADING WASTE Evan Doty | | INITIALS ED |
| | COMPANY NAME NEIE Medical Waste Services LLC | | REGISTRATION NUMBER PBR 642 |
| | ADDRESS 5731-5733 Charles City Circle Henrico, VA 23231 | | TELEPHONE NUMBER (866) 313-7878 |
| | | | DATE OF SCAN 12/09/2024 01:42:42 PM EST |
| CONTAINER SERIAL NUMBERS COLLECTED | CP29800090264, 32 Gal RMW Box, 42.80 lbs. CP29800090265, 32 Gal RMW Box, 29.90 lbs. CP29800090266, 32 Gal RMW Box, 47.70 lbs. | | |
| EXAMPLE | | | |
| In case of emergency, call (866) 313-7878 _____ (24-hr company or other emergency response group telephone) | | | |

Example Invoice-Product Order Page 5



Product Order

NEIE Medical Waste Services LLC
5731-5733 Charles City Circle
Henrico VA 23231

Date: 12-09-2024
Order # 13896

State University

1000 Trent Street
Harris Science Bldg. Rm 313
Norfolk VA 23504

Customer ID

| Salesperson | Payment Terms | Date |
|-------------|----------------|------------|
| Evan Doty | Due on receipt | 12-09-2024 |

| Qty | Description | Unit Price | Line Total |
|-----|----------------------|------------|------------|
| 5 | 32 Gal RMW Box | | |
| 5 | Red Bag - Single bag | | |

EXAMPLE

| | |
|-----------|--|
| Subtotal | |
| Sales Tax | |
| Total | |

Delivered by:

Evan Doty

Received by:

Mary Smith

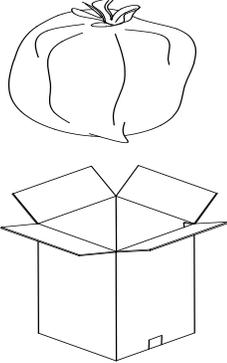
1.10 Containers for Regulated Medical Waste

NEIE MWS provides durable containers that safely store, and ship regulated medical waste. Our reusable containers are resistant to punctures, chemicals and harsh cleaning agents. User-friendly designs make them easy to handle. We provide containers that are tested in accordance with 49 CFR 173.197, which stipulates that regulated medical waste must be packaged in containers that conform to the requirements of Subpart M (49 CFR 178.600) at the Packing Group II performance level.

Type of containers recommended:

32 Gallon 5 Cubic Yard Boxes:

32 Gallon, 5 Cubic Yard Fiberboard containers are capable of retaining up to forty-five (45) pounds of waste and adhere to the packing standard UN4G/Y18.3/S/04/US/M5231. Biohazard red bag liners are included with each box. Our boxes measure 18 x 18 x 26.

| | | |
|---|---|--|
| <p>Container Type/Style: Fiberboard Box</p>  | <p>Description: Fiberboard Boxes Regular Slotted Container Inner Packaging</p> <p>One (1) red plastic LLDPE bag meeting ASTM D 1709-97 (Free- falling Dart Test) and ASTM D 1922-94a (Tear Resistance Test). Absorbent required if liquids present</p> |  |
|---|---|--|

NEIW MWS offers 96 Gallon reusable carts and 31 Gallon leakproof containers meeting the requirements of the Virginia Medical Waste Regulations [9VAC20-121-130](#) and all D.O.T. Regulations. The 96 Gallon carts offer ease of storage and mobility, eliminating the need for additional storage carts or absorbents for wet waste. Customers may place the carts at various collection areas and then transport carts in the storage room for pickup. This option minimizes waste handling and offers more storage capacity per container. Other clients may prefer to transfer the waste from the points of generation collection to the carts for storage and transport.

Medical Waste Containers

96 GAL. SCHAEFER CONTAINER



Schaefer™ 96 Gallon Red - Item # Med360

- Meets all D.O.T. Regulations
- Stackable, Slim Line Design, Easy to Handle
- 8" Rubber Wheels Standard, Additional Sizes Available
- Roto-Lock for Tamper Proofing
- Custom Hot-Stamping Available
- Dimension 24" W x 35" D x 43" H
- Exclusive 96 Gallon Schaefer™ Container on the Market

Standard Dry Van loading option:

Approx. Standard 53' Dry Van Dimensions:
52'6" Length x 102" Width
x 102" Height
3800 ft³ Capacity



BONDTECH
CORPORATION

1278 HWY 461 · Somerset KY 42503
Toll Free: 800.414-4231
Direct: 606.677-2616 · Fax: 606.676-9157
WWW.BONDTECH.NET

NEIE MWS offers 31 Gallon leakproof containers. These containers provide an excellent option for storage of RMW with liquid, reducing the cost for additional absorbents. The containers measure 21.3” in height allowing three containers to be stacked in compliance with 9VAC20-121-120 which maintains the packaging in an upright and stable configuration minimize the potential for spills. If packages or containers are stacked, except during transport, the top of the stacked containers must not be more than six feet above the level of the floor. These containers keep the integrity of the containers when stacked, maintaining complete compliance.

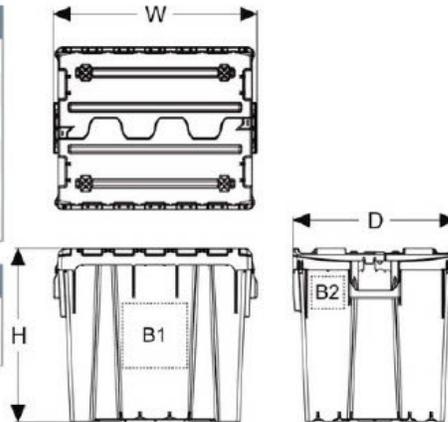


Features & Benefits

- DOT Approved – PGII Container
- HDPE Material – all plastic construction
- Reinforced handles won’t flex under rated loads
- During use, bag holders secure the bags in open position when lids are closed
- Smooth interior for easy cleaning
- Textured exterior areas for easy removal of adhesive labels
- Durable base with drag rails
- Nestable and Stackable for maximizing transport and storage efficiencies
- Split lid securely locks for storage and transport
- Optional lab-lid, dolly and foot pedal dolly available

| Specifications | IN/LB | CM/KG |
|-------------------------|------------|-------|
| Width (W) | 20 | 50.8 |
| Depth (D) | 25 | 63.5 |
| Height (H) | 21.3 | 54.1 |
| Capacity | 31 Gal | |
| Stack Quantity & Height | 5 (105.3") | |
| 53' Truckload Quantity | 625 | |

| Branding | WIDTH (IN) | HEIGHT (IN) |
|------------------|------------|-------------|
| Front Brand (B1) | 8 | 8 |
| Side Brand (B2) | 4 | 4 |



1.11 Labeling

The waste generator is responsible for labeling the outside of the regulated medical waste containers. Pre-printed bar-coded labels are provided with each service. The date of pick up must be written on the label by the facility staff. Only one label is to be placed on the container on one side. Please do not label all four (4) sides of the container.

1.12 Frequency of Pick Up

NEIE MWS will provide waste transportation services in accordance with the Statement of Needs requirements. NEIE MWS is determined mutually by the client and NEIE MWS to ensure all customer expectations are fulfilled. We review storage locations, regulations, and volumes to ensure timely and efficient removal of the Regulated Medical containers. Regulated Medical Waste will be picked up weekly in accordance with the Statement of Needs requirements unless agreed upon otherwise with the approval of the COR.

1.13 Documentation and Record Keeping

NEIE MWS utilizes an electronic manifesting system. At the time of service, the generator will sign an electronic manifest. At this time, a copy is emailed to the address(es) on file. The manifest will be signed by the driver proving the waste was delivered to the authorized facility. Once the waste is treated, the disposal facility will sign the manifest, indicating the waste has been properly treated. Final signed manifests will be uploaded to the Customer's Portal and made available within approximately 30 days after the waste has undergone final disposal. The manifest (shipping papers) will serve as a tracking document for the shipments from "the cradle to the grave."

NEIE MWS Online Customer Portal facilitates your medical waste disposal recordkeeping. The convenience of manifests being automatically uploaded at the time of service eliminates the need for managing paper documents. The "My Docs" feature allows customers to store and view all compliance documents in one place. Here, customers will find purchase orders, manifests, and certificates of destruction.

Customers may also upload their own documents. This allows training certificates, MSDA safety sheets, safety plans and other required regulatory documents to be easily retrievable in the event of an audit.



Customer Portal
Virginia Veterinary Services-Midlothian

Sign Out



Powered by
Compliance
Publishing
Terms & Conditions

Training

MyDocs

Settings

Welcome to the
NEIE Medical Waste
Services, LLC
customer portal

Select a button on the
right to get started.

- Take a Hazcom, BBP, or HIPAA training course
- View training certificates and uploaded documents
- View my manifests
- Invoices & Payments
- Manage my locations
- View progress dashboard

1 2 3

1.14 NEIE MWS Key Personnel

Listed below are the responsible NEIE MWS staff members who may be contacted during the term of this contract for matters pertaining to the contract:

Name: Lorie Flechsig (Customer Service Manager)
Title: Customer Service Manager
Address: 3100 New Kent Highway, Quinton, VA 23141
Office:(410) 658-1633
Cell: (443) 309-1057
E-Mail: lflechsig@neiemws.com

Name: Marla Allara (Project Manager)
Title: Senior Account Executive
Address: 3100 New Kent Highway, Quinton, VA 23141
Office: (804) 932-6800
Cell: (804) 292-4315E
Mail: mallara@neiemws.com

NEIE MWS is proposing the following key personnel for this contract:

| Name | Position |
|------------------|-------------------------|
| Lorie Flechsig | Customer Service Manger |
| Marla Allara | Project Manager |
| Driver (s) – TBD | Driver |

NEIE MWS has ensured that there is a primary and an alternate for each key position. This will enable NEIE MWS to meet client's needs to respond to issues quickly and efficiently. The primary and the alternate shall be equally versed on the project execution and client's needs. The Customer Service Manager shall be the primary point of contact (POC) with the Client's Representative and shall coordinate all logistical needs. Our QC/EH&S Manager will have a direct project oversight regarding Quality Control and all NEIE MWS matters.

Exhibit One below provides a brief biography for the key staff members for this project.

EXHIBIT ONE: NEIE MWS KEY STAFF BIOGRAPHIES/TRAINING

MARLA ALLARA
PROJECT MANAGER (PM)

The Project Manager (PM) has the responsibility for the overall execution and coordination of the solid waste disposal services program at the Client’s facilities. This individual will be the direct point of contact between the Client’s and the NEIE MWS staff. The APM will know and understand the requirements for the successful execution of the Client’s mission.

The Project Manager will be available as needed to meet with the Government Point of Contact upon request to present deliverables, discuss progress, exchange information, and resolve emergent technical problems and issues. These meetings will take place via teleconference, or electronic correspondence.

Experience Overview:

Marla brings over 16 years of direct experience in the Waste Management/Project Management/Customer Service industries. Marla possesses intimate knowledge of sharps and medical waste, OSHA, and DOT regulations. Current program manager for multiple regulated medical waste contracts. Marla has years of experience transitioning customers to the sharps disposal system, project managing the installation and education components and the resolution of service-related issues. She has managed high volume accounts and has been responsible for contract resolution, administrative, and service-related issues. Her expertise lies in wastes management, including maintaining contract negotiated fill rates, payment terms and service levels. Marla has proven to have a unique ability to analyze challenging situations and find effective solutions. Marla has established a model for a consumer-like buying experience for medical products and services that has built loyalty. Marla has also completed RCRA training, Bloodborne Pathogen, OSHA, and DOT regulations training.

Employment History

- 2021 – Present NEIE MWS Project Manager/ Senior Sales Executive
- 2017 - 2021 County Waste/ GFL Territory Manager
- 2005 – 2017 Roanoke School Systems Teacher and Assistant
- 1994 – 2005 Smither Jewelry Corporation, Owner
- 1992 – 1994 Siemens-Burdick, Inc. District Sales Manager
- 1991 – 1992 Q Med, Inc. Medical Equipment Sales Specialist
- 1990 – 1991 Medical Waste Management Territory Manager
- 1983 – 1990 Browning-Ferris Industries Solid Waste Sales Specialist

Experience Overview:

- ◆ 27 years of Sales Experience
- ◆ 16 years of Solid, Medical Waste and Recycling Experience
- ◆ Experienced with Commercial, Industrial, Municipal and Government Waste Transportation Treatment and Disposal concerns
- ◆ 7 years of experience in the medical healthcare industry

Education:

Master of Special Education Candidate
Mary Baldwin University

Bachelor of Arts Degree in Business/Marketing
Radford University

LORIE A. FLECHSIG
CUSTOMER SERVICE MANAGER

The Customer Service Manager (CSM) has the responsibility for overall customer satisfaction once the contract is executed. This individual will be a direct point of contact for service and billing related questions and will communicate such information with the Project Manager and NEIE MWS Staff. The PM will know and understand the requirements for the successful execution of the VA Mission.

Experience Overview:

Lorie brings 30 years' experience in the Management of Solid Waste, Recycling, and Medical Waste/Reusable Sharps; and is committed

to provide the highest level of customer service to each of our customers. Having the knowledge of each waste stream we provide services for and having performed the billing, scheduling, customer service, bidding, and collections; is able to handle each call directly and proficiently. Giving the customer one contact to call, and the personable response they are looking for. Lorie provides waste tracking documentation to each customer with a monthly electronic file that contains manifest/tickets for the services provided giving each customer a sense of confidence and security that their waste is being handle 100% right 100% of the time. Lorie has an extensive background in solid waste and recycling and can help customers in understanding their waste and recycling needs, and requirements at their facilities. She can coordinate these services as well as identify products that can be recycled to help minimize their waste to landfill. Lorie has also completed her Regulated Medical Waste Training as required by the US Department of Transportation.

Experience Overview:

- ◆ 30 Years of Solid Waste & Recycling Experience
- ◆ 17 Years of Regulated Medical Waste Experience
- ◆ 17 Years of Reusable Sharps Experience
- ◆ Trained in DOT Compliance Regulations
- ◆ Education: Graduated Perryville High School
- ◆ Graduated 1 Year Cecil Vocational Technical School for Certified Nursing Assistant
- ◆ Graduated 1 Year Cecil Vocational Technical School for Reprographics & Printing
- ◆ 1 Year Cecil Community College – Computer Courses

Training and Certifications

Certified Nursing Assistant

Environmental Health & Safety Training and Certifications

General Awareness Training
Function Specific Training
Security Awareness Training

Employment History

| | |
|--------------|---|
| 2011-Current | NEIE MWS - Customer Service Manager |
| 2003-2011 | Advant-Edge Solutions, Inc. – General Manager |
| 2001-2003 | Pinnacle Waste – Office Manager/HR |
| 1996-2001 | Republic Services – Office Manager/HR |
| 1992-1996 | K & K Trash Removal – Office Manager/HR |
| 1987-1992 | Eastern Waste Industries – Office Manager/HR |
| 1985-1987 | VAMC Perry Point – Nursing Assistant |

1.15 Pricing Schedule

VII. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The offeror must include any potential fees if applicable, to include regulatory, credit card or service fee. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

SUPPLIES: (Please be sure to list any other supplies that would be needed to perform services requested.)

Sharps Containers (price per container) \$ See Individual Sharps Container Pricing
 One Quart Size (per unit) \$ 2.25 Each
 Two Quart Size (per unit) \$ 2.30 Each
 Bio-Hazardous Waste Removal Container \$ See Service Pricing
 F110 Liners (per case) \$ 45.00 Per Case (100 Liners Per Case)
 Absorbent Pads (per case) \$ 125.00 Per Case (100 Per Case 15" W x 19" L)
 5 Quart Containers (per case) \$ 98.75 Per Case (20 Per Case)

Other Products Offered:

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

SERVICES:

Medical Waste Removal Services
 (per site/per removal) \$ 45.00 Per 32 Gallon Box 45 lb. Weight Limit
 Pathological Waste Removal Services
 (per site/per removal) \$ 75.00 Per 32 Gallon Box 45 lb. Weight Limit

Other Services Offered:

| | |
|---|---|
| 31 Gallon Leakproof Reusable Container RMW Autoclave | \$ <u>45.00 Each 45 lb. Weight Limit</u> |
| 96 Gallon Leakproof Reusable Cart RMW Autoclave | \$ <u>105.00 Each 90 lb. Weight Limit</u> |
| 31 Gallon Leakproof Reusable Container Pathological Waste | \$ <u>75.00 Each 45 lb. Weight Limit</u> |
| 96 Gallon Leakproof Reusable Cart Pathological Waste | \$ <u>135.00 Each 90 lb. Weight Limit</u> |
| <u>Online Training</u> | \$ <u>15.00 Per Training Class Credit</u> |
| <u>Credit Card Processing Fee</u> | <u>2.7%</u> |

Specify any associated charge card processing fees, if applicable, to be billed to the university.

The University is not responsible for any additional fees or charges that are not specified in pricing schedule.

1.16 Certifications and Licensures

A copy of all applicable permits and licenses related to this RFP Statement of Needs are provided in Attachment F of this proposal. NEIE MWS has included permits of transporter and waste handling facilities that will be utilized to support NEIE MWS in the execution of this contract.

1.17 Past Litigations

NEIE MWS does not have any pending lawsuits concerned directly with the staff or our company. NEIE MWS Has no judgements from lawsuits in the last five years which are concerned directly with the staff or part of our organization is performing the work in this contract.

1.18 Emergency Contingency Plan

NEIE MWS has a contingency plan under separate cover which describes the emergency response that shall be implemented by NEIE MWS employees in handling emergencies. See Attachments G and H.

Attachments

Attachment A – Offeror Data Sheet

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 17 Months 1

- 3. REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

| CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON/PHONE # |
|--------|-------------------|---------|------------------------|
|--------|-------------------|---------|------------------------|

University of South Florida 07-01-23 - Present 4202 E. Fowler Ave. OPM 100 Tampa, FL 33620 Julie Van Horn (813-974-1106

Virginia State University 10-26-23 - Present 308 Lee St. Petersburg, VA 23803 Denise Peebles (804) 524-5713

Chesterfield County 149 Sites 2-12-22 - Present 6900 Mimms Dr. Chesterfield, VA 23832 Jacqueline Hamlin (804) 748-1661

Richmond VAMC 04-01-19 - Present 201 Broad Rock Blvd., Richmond, VA 23249 Robert Arrington (804) 675-5000 Ext. 1823

Bon Air Juvenile Center 11-01-21 - Present 1601 Old Bon Air Rd. Chesterfield, VA 23235 Katrina Goodwine (804) 823-2750

- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.**

NEIE Medical Waste Services, LLC (NEIE MWS) 3100 New Kent Highway, Quinton, VA 23141

NEIE MWS 5731-5733 Charles City Circle, Henrico, VA 23231

NEIE MWS 9 West Market Street, Blairsville, PA 15717

- 5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [x] NO

IF YES, EXPLAIN: _____

Attachment B – SWaM Utilization Plan

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: NEIE Medical Waste Services, LLC Preparer Name: Jeremy FeldbuschDate: 02/03/25Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No If yes, certification number: 698433 Certification date: 06/01/23Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: RFP# JBM-1222

Date Form Completed: 02/03/25

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

NEIE Medical Waste Services, LLC
Firm

3100 New Kent Highway, Quinton, VA 23141
Address

Jeremy Feldbusch
Contact Person/No.

| Sub-Contractor's Name and Address | Contact Person & Phone Number | SBSD Certification Number | Services or Materials Provided | Total Subcontractor Contract Amount (to include change orders) | Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU) |
|-----------------------------------|-------------------------------|---------------------------|--------------------------------|--|--|
| No Sub-Contractors | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

Attachment C – Sample of Standard Contract

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Attachment D – Zone Map

ATTACHMENT D
Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

| | | |
|---|--|--|
| Zone 1 George Mason University (Fairfax) | Zone 2 James Madison University (Harrisonburg) | Zone 3 University of Virginia (Charlottesville) |
| Zone 4 University of Mary Washington (Fredericksburg) | Zone 5 College of William and Mary (Williamsburg) Old Dominion University (Norfolk) | Zone 6 Virginia Commonwealth University (Richmond) |
| Zone 7 Longwood University (Farmville) | Zone 8 Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford) | Zone 9 University of Virginia - Wise (Wise) |

Attachment E – SWaM Standard Reporting Template

Attachment F – Licensure & Certifications



Commonwealth of Virginia
VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

PIEDMONT REGIONAL OFFICE
4949-A Cox Road, Glen Allen, Virginia 23060
(804) 527-5020 FAX (804) 698-4178
www.deq.virginia.gov

Travis A. Voyles
Secretary of Natural and Historic Resources

Michael S. Rolland, PE, PWD, PWS Emeritus
Director
(804) 698-4020

Jerome A. Brooks
Regional Director

June 7, 2023

Ms. Patricia Sumner
3100 New Kent Highway
Quinton, Virginia 23141

**Re: NEIE Medical Waste Services, LLC
Regulated Medical Waste Transfer Station
Off-Site Permit-By-Rule No. 642
Henrico, Virginia 23231**

Dear Ms. Sumner:

The Department has received the notice of intent and application to operate a Regulated Medical Waste (RMW) Transfer Station) located at 5731-5733 Charles City Circle, Henrico, Virginia 23231.

Attached to this letter are two documents, which must not be separated from this letter for compliance purposes. The two documents are:

ATTACHMENT I: CONDITIONS OF THE PERMIT-BY-RULE STATUS

ATTACHMENT II: FACILITY DESCRIPTION

The purpose of this letter is to acknowledge receipt of the documentation submitted in accordance with the requirements of 9 VAC 20-120-690 for Permit-by-Rule facilities. In accordance with 9 VAC 20-120-690.D.5 this facility is deemed to have off-site permit-by-rule status. The reference number for this facility is Permit-By-Rule Number 642.

*NEIE Medical Waste Services, LLC RMW Transfer Station
Off-site Permit-by-Rule No. 642*

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of the service of this decision to initiate an appeal of this decision, by filing notice with:

Michael S. Rolband, Director
Virginia Department of Environmental Quality
ATTN: Division of Land Protection and Revitalization
Post Office Box 1105
Richmond, Virginia 23218

In the event this decision is served to you by mail, three days will be added to that period. Please refer to Part Two of the rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which the appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

In addition, with the acknowledgement of this permit the facility is required to comply with the following requirements:

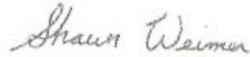
1. The facility is required to follow the reporting requirements of 9 VAC 20-120-760.C., which includes written notification of any planned physical alterations (C.1) and notification, orally within 24 hours and written within 5 days, of any noncompliance or unusual condition which may endanger health or the environment (such as failed efficacy testing results, facility shut down, fires, etc.) (C.3).
2. The facility shall submit the Solid Waste Information and Assessment (SWIA) 50-25 Form in accordance with 9 VAC 20-81-80 by March 31st of each year. This form can be found online at <https://www.deq.virginia.gov/land-waste/solid-hazardous-waste/solid-waste/solid-waste-information-assessment>.
3. The facility is responsible for paying an annual fee to the Department of Environmental Quality by October 1st of each year. The fee amount is determined in accordance with 9 VAC 20-90-130.
4. The facility is required to adjust the estimated closure cost amount annually for inflation 60 days prior to the anniversary date of the establishment of the financial mechanism in accordance with 9 VAC 20-70-10 et seq.

Please note that this permit expires after 10 years in accordance with 9 VAC 20-120-820. This permit may be renewed for an additional 10-year period by submitting a permit renewal request to the Department at least 180 days and no more than 480 days prior to the permit expiration. Accompanying the request, the applicant should also provide new or revised permit documentation for items that have changed since the original permit application.

*NEIE Medical Waste Services, LLC RMW Transfer Station
Off-site Permit-by-Rule No. 642*

In addition, it is the responsibility of NEIE Medical Waste Services, LLC to obtain any other permits or authorizations that may be necessary. If you have any questions regarding this matter, please contact Christopher Keehan, Solid Waste Permit Writer/Groundwater Remediation Specialist at (804) 385-5570 or email christopher.keehan@deq.virginia.gov.

Sincerely,



Shawn Weimer
Regional Waste Program Manager

Attachments

- c: Byrd, LLC
Jenny Poland – DEQ, Solid Waste Permit Coordinator
Carlos Martinez – DEQ, Financial Assurance
Jeremy Kazio – DEQ, PRO Solid Waste Compliance



2025 UCR Registration is VALID!



Confirmation # 000-0502-8041

Registered on: 10/28/2024 10:21 EST

Generated: 10/28/2024 10:21 EST

Year: 2025

| Paid: | Date | Bracket | UCR Fee | Conv. Fee | Total |
|--------------|-------------|--------------------|----------------|------------------|--------------|
| | 10/28/2024 | Bracket 3 [8 veh.] | \$276.00 | \$8.20 | \$284.20 |

Bracket: 6 to 20 vehicles [8 vehicle(s)]

USDOT #: 2460870

Classifications: Motor Private Carrier

Legal Name: NEIE MEDICAL WASTE SERVICES LLC

Base State: Virginia

Principal: 3100 NEW KENT HIGHWAY
QUINTON, VA 23141
US

Payor: NEIE MEDICAL WASTE SERVICES LLC

***** Expires: 12/31/2025 *****

Attachment G – Emergency Contingency Plan

**Contingency Plan For the
Regulated Medical Waste Disposal Services
James Madison University**

RFP# JBM-1222

Medical Waste Removal Services

Submitted to:

Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Prepared by:



**3100 New Kent Highway
Quinton, Virginia 23141**

2/04/2025

**Contingency Plan
For the
Regulated Medical Waste Disposal Services
James Madison University

RFP# JBM-1222**

Contingency Response Plan Approvals



*Jeremy W. Feldbusch, President
NEIE Medical Waste Services, LLC*

February 4, 2025
Date

1.0 INTRODUCTION

NEIE Medical Waste Services, LLC (NEIE MWS) will remove Non-Hazardous Regulated Medical Waste James Madison University as specified in RFP# JBM-1222. NEIE MWS will also be responsible for the proper packaging, transportation, and disposal of this material.

The safe management of biomedical and healthcare waste is essential for community and environmental health. It is also important that, irrespective of technologies used for treatment and disposal, the standards for the protection of the environment and human health are uniform across all the healthcare establishments. This in turn ensures a more viable and efficient industry.

Biomedical and healthcare waste is terms used for all waste arising from healthcare establishments. Biomedical and healthcare waste can briefly be described as waste from medical or other related practices.

1.1 Objective

The objective of this Contingency Plan is to define the requirements and designate protocols to be followed during activities to be conducted as defined by the Request for Quotation (RFQ) Statement of Needs (SON) in the event of an accidental spill or leak. This plan is designed to be a supplement to James Madison University current Contingency/Emergency Response Plan it is not intended to cover activities outside the SON. Applicability extends to NEIE personnel, NEIE MWS's subcontractors, and hospital/clinic personnel and representatives. Work performed under this contract will comply with applicable Federal, State, and Local Safety and Occupational Health laws and regulations. Through careful planning and implementation of corporate and site-specific safety protocols, NEIE MWS will strive for zero accidents and incidents on the project.

The development and preparation of this Contingency Plan has been based on site- specific information provided to NEIE MWS. All site personnel working on this project for James Madison University will be required to read and verify compliance with the provisions of this Plan. In addition, personnel will be expected to comply with relevant OSHA requirements such as medical surveillance, training, and personal protective equipment.

1.2 References

During development of this Contingency Plan consideration was given to current safety and health standards as defined by the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH). Specifically, the following reference sources have been utilized in the development of this SSHP:

- OSHA Regulations: 29 CFR 1910 and 1926
- USEPA Standard Operating Safety Guides, June 1992

- NIOSH/OSHA/Coast Guard (USCG)/USEPA "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities"
- NIOSH Pocket Guide to Chemical Hazards, June 1997
- American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values for Chemical Substances and Chemical Agents, 2000
- Hazardous Waste Handbook for Health & Safety, Martin, Lappets, Prather, 1987
- Handbook of Toxic and Hazardous Chemicals and Carcinogens, Sitting, 1985
- Combined Synopsis/Solicitation 36C24424Q0875 Statement of Work

In addition to the above-referenced documents, NEIE MWS has established a comprehensive and realistic Contingency Program; based on past experience, sound engineering practice, employee training and enforcement of Safety and Health regulations to prevent unreasonable Safety and Health risks.

2.0 EMERGENCY CONTINGENCY PLAN

This Plan describes the emergency response plan that shall be implemented by NEIE MWS employees to handle emergencies. The nature of the project, the hazards present and the activities planned for the site are such that there is little potential for an emergency, which would result in a significant release of hazardous substances, and in any way threaten the adjoining community. However, there is always the potential at any site for emergency situations to occur which threaten the on-site workers. The procedures outlined below are designed to ensure that the workforce reacts quickly and appropriately to emergency situations, thereby protecting the health and well-being of the individual workers. It is expected that modifications may be necessary upon actual site set-up and conditions.

In the event of planned or unplanned service interruptions, we have planned Primary and Alternate (backup) facilities for both Autoclave and Incineration processes. Please see below the locations of the Primary and Alternate waste receiving and processing facilities. Disposal sites are listed below:

Autoclave Facilities:

- Primary: - Haw River, NC
(866) 783-6188
1168 Porter Ave.
Haw River, NC 27258
- Back Up: – Concord, NC
(855) 646-1838
4403 Republic Ct. NW
Concord, NC 28027

Incineration Facilities:

- Primary: – Haw River, NC
(866) 783-6188
1168 Porter Ave.
Haw River, NC 27258

- Back Up: – Cleveland, TN
(866) 783-6188
2190 SW Westland Drive
Cleveland, TN 37311

2.1 Pre-Emergency Planning

During the site safety briefings, all employees will be informed of the location of this plan, the procedures outlined in this plan, and the communication systems and evacuation routes to be used during an emergency. On a continual basis, individual personnel should be constantly alert for indicators of potentially hazardous situations and for signs and symptoms in themselves and others that warn of hazardous conditions and exposures. Rapid recognition of dangerous situations can avert an emergency.

2.2 Personnel Responsibilities

All on-site employees have a role in mitigating an emergency incident. The NEIE MWS Site Representative has primary responsibility for responding to and directing emergency response operations to correct emergency situations. This includes taking appropriate measures to ensure the safety of site personnel and the public. He/She is additionally responsible for ensuring that corrective measures have been implemented, appropriate authorities are notified, and follow-up reports completed. The NEIE MWS Safety & Health Manager (SHM) shall assist and advise the site staff and will direct any emergency medical responses. It is the NEIE MWS Site Representative's responsibility to notify the appropriate JMU COR of the incident. Should circumstances warrant the evacuation of a building or of a spill that restricts passage throughout the building close coordination with JMU staff is essential.

2.3 Accidents/Spills

All accidents and spills that occur during collection, transportation, storage, and processing will be reported to the NEIE MWS SHM and the onsite JMU Contract Officer Representative (COR). The NEIE MWS staff member and the JMU COR will evaluate the incident and take necessary precautions to contain the spill. The type of infectious material will be determined, and proper disinfectants will be used. Employees who are containing and cleaning the spill will wear all necessary protective clothing to prevent infecting themselves. The spilled material will be placed in a double bagged bag. During cleaning, the area will be sealed off to all non-emergency personnel. The waste, along with all contaminated articles, will be transported via proper containment to the waste storage area awaiting transportation for proper disposal. Should an individual become contaminated, this individual will be instructed in proper decontamination procedures or will be transported to the local hospital if penetration of the infectious agent occurred. All spills occurring at the treatment facility site that exceed an amount of more than one cubic foot of waste or more than one half the contents of a container with a maximum capacity of two cubic feet will be reported to the Director of the Environmental Protection Agency within 48 hours. Spill kits which include procedures for the cleaning of a spill will be stored on the NEIE MWS vehicles used to support this contract

2.4 Emergency Response Equipment

The following emergency response equipment will be available to NEIE MWS staff members:

- A. A quantity of spill pillows designed to absorb a minimum of ten gallons.
- B. A quantity of concentrated disinfectant to make one gallon of approved diluted disinfectant contained in a spray bottle capable of dispensing a mist or stream at a distance.
- C. A minimum of ten biohazard bags that meet the ASTM 165 gallon dropped dart test and the 75 Pound carry test.
- D. A minimum of one set of liquid impermeable and disposable overalls, gloves, boots, caps, protective eyewear, and tape.
- E. A first aid kit.
- F. Boundary tape.
- G. Fire extinguisher.

2.5 Determining When to Implement Clean-up

Clean-up procedures will be implemented after an assessment of the situation to determine what hazards exist. It will be a coordinated decision between NEIE MWS and the JMU COR to determination as to extent of the spill and what procedures will be followed. Proper protective procedures will be implemented to assure that no danger will occur to those individuals cleaning the spill. Only those persons trained and familiar with microbiological hazards will attempt to contain and clean a spill.

2.6 Notification of Appropriate Emergency Authorities

Notification of appropriate emergency authorities will be the responsibility of the NEIE MWS Site Representative in coordination with the JMU COR. In the case of a spill, the NEIE MWS Site Representative in coordination with the JMU COR will evaluate the incident and determine if the spill can be handled by the current employees or whether further assistance is needed from NEIE MWS and our support subcontractors. In the case of a fire involving infectious waste, the Fire Department will be notified as per normal operating procedures established by JMU. NEIE MWS maintains a **Toll-Free, 24-hour Call Center** that is available for emergency situations. The **Call Center number is 1-866-313-7878**.

3.0 Acknowledgement

By their signature, the following undersigned certify that this Contingency Plan has been read or otherwise communicated to them. They certify that they completely understand this plan and will follow its procedures for the protection of the health and safety of all persons entering upon this site.

NAME

DATE

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Attachment H – Safety and Emergency Response Plan

**Safety and Emergency Response Plan
For the
Regulated Medical Waste Disposal Services
James Madison University**

RFP# JBM-1222

Submitted to:

Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Prepared by:



**3100 New Kent Highway
Quinton, Virginia 23141**

2/04/2025

Safety and Emergency Plan
For the
Regulated Medical Waste Disposal Services
James Madison University Affairs

Safety and Emergency Plan Approvals



*Jeremy W. Feldbusch, President
NEIE Medical Waste Services, LLC*

February 4, 2025
Date

1.0 INTRODUCTION

NEIE Medical Waste Services, LLC (NEIE MWS) will remove Non- Hazardous Regulated Medical Waste materials from each of the locations specified in RFP# JBM-1222. NEIE MWS will also be responsible for the proper packaging, transportation, and disposal of this material.

The safe management of biomedical and healthcare waste is essential for community and environmental health. It is also important that, irrespective of technologies used for treatment and disposal, the standards for the protection of the environment and human health are uniform across all the healthcare establishments. This in turn ensures a more viable and efficient industry.

Biomedical and healthcare waste is terms used for all waste arising from healthcare establishments. Biomedical and healthcare waste can briefly be described as waste from medical or other related practices.

Biomedical and Healthcare Waste is a solid or liquid waste arising from healthcare (including collected gaseous waste).

Infectious Healthcare Waste can include:

All biomedical and healthcare waste known or clinically assessed by a medical practitioner to have the potential of transmitting infectious agents to humans or animals.

In general, infectious healthcare wastes are:

a) discarded materials or equipment contaminated with blood and its derivatives, other body fluids or excreta from infected patients with hazardous communicable diseases. Contaminated waste from patients known to have bloodborne infections undergoing hemodialysis (e.g., dialysis equipment such as tubing and filters; disposable sheets, linen, aprons, gloves, or laboratory coats contaminated with blood).

b) Laboratory waste (cultures and stocks with any viable biological agents artificially cultivated to significantly elevated numbers including dishes and devices used to transfer, inoculate, and mix cultures of infectious agents and infected animals from laboratories).

Biological Healthcare Waste typically includes:

All body parts and other anatomical waste including blood and biological fluids and pathological waste that are recognizable by the public or the healthcare staff and that demand, for ethical reasons, special disposal requirements.

1.1 Objective

The objective of this Site Safety and Health Plan (SSHP) is to define the requirements and designate protocols to be followed during activities to be conducted as defined by the Request for Quotation (RFP) Statement of Needs (SON). Applicability extends to NEIE personnel, NEIE's subcontractors, and hospital/clinic personnel and representatives.

Work performed under this contract will comply with applicable Federal, State, and Local Safety and Occupational Health laws and regulations. Through careful planning and implementation of corporate and site-specific safety protocols, NEIE MWS will strive for zero accidents and incidents on the project.

The development and preparation of this Site Safety and Health Plan has been based on site-specific information provided to NEIE MWS. Should any unforeseen hazard become evident during the performance of the work, the representative shall bring such hazard to the attention of NEIE Project Manager and Corporate Safety Manager for resolution with the Contracting Officer Representative both verbally and in writing. In the interim, NEIE MWS will take necessary actions to maintain safe working conditions in order to safeguard on-site personnel, visitors, the public, and the environment.

Modifications of any portion or provisions of the SSHP will be requested in writing from the Contracting Officer by the Project Manager and authorized in writing. No changes to the SSHP will be allowed until the item has been reviewed and an addendum prepared and approved by responsible managers.

All site personnel working on this project for JMU will be required to read and verify compliance with the provisions of this SSHP and specific appendices. In addition, personnel will be expected to comply with relevant OSHA requirements such as medical surveillance, training, and personal protective equipment.

1.2 References

During development of this SSHP consideration was given to current safety and health standards as defined by the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH). Specifically, the following reference sources have been utilized in the development of this SSHP:

- OSHA Regulations: 29 CFR 1910 and 1926
- USEPA Standard Operating Safety Guides, June 1992
- NIOSH/OSHA/Coast Guard (USCG)/USEPA "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities"
- NIOSH Pocket Guide to Chemical Hazards, June 1997
- American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values for Chemical Substances and Chemical Agents, 2000
- Hazardous Waste Handbook for Health & Safety, Martin, Lappets, Prather, 1987
- Handbook of Toxic and Hazardous Chemicals and Carcinogens, Sitting, 1985
- Combined Synopsis/Solicitation 36C24424Q0875 Statement of Work

In addition to the above-referenced documents, NEIE MWS has established a comprehensive and realistic Safety, Health, and Environmental Program based on past experience, sound engineering practice, employee training and enforcement of Safety and Health regulations to prevent unreasonable Safety and Health risks.

2.0 ORGANIZATION AND RESPONSIBILITIES

The responsibility for Safety and Health extends throughout our organization from top management to every employee. For this reason, it is each person's duty to notify the management personnel if a hazardous condition is identified and to make "stop work" calls if the condition represents an immediate danger to life or health, until the SSHO can make a further determination. The following are the NEIE MWS project personnel positions and responsibilities for this project.

2.1 Project Manager

The Project Manager reports to the NEIE MWS President. Their responsibilities include coordinating project activities and serving as the primary liaison with the Contracting Officer Rep. The Project Manager will prepare all correspondence, submittals, and other documentation required for the project and coordinate, schedules and administers the contract.

The Project Manager prepares reports and documentation, supervises inspection personnel, reviews, and approves procurement and subcontract activities. The Project Manager requires that all work be performed in compliance with this SSHP, the NEIE MWS's Safety, Health and Environmental Program and/or the client's safety program including all applicable local, state, and federal regulations. He/She shall impress upon all subcontractors' supervisory personnel a sense of responsibility and accountability of each individual to maintain a safe workplace and to work in a safe manner.

2.2 Safeties and Health Manager (SHM)

Responsible to the Program Manager, the Safety and Health Manager formulates, administers, and coordinates programs for the company to reduce the risk of loss due to employee injury, regulatory non-compliance, general liability, fire, theft, or damage. The Safety and Health Manager will develop written detailed policies and procedures covering elements in the Safety, Health, and Environmental Program. The Safety and Health Manager will:

- Be responsible for the development, implementation, oversight, and enforcement of the SSHP.
- Visit the site as needed for the duration of activities, to audit the effectiveness of the SSHP.
- Be available for emergencies.
- Provide consultation as needed to ensure that the SSHP is fully implemented.
- Coordinate any modifications to the SSHP with the Site Superintendent, the SSHO, and the Contracting Officer.

2.3 Occupational Physician

Under the direction of the Safety and Health Manager, the Occupational Physician will be responsible for the determination of medical surveillance protocols and for review of examination/test results performed in compliance with 29 CFR 1910.120(f), and 1926.53(f). The Occupational Physician will provide the Safety and Health Manager with a written opinion of each employee's ability to perform hazardous remedial work.

2.4 Subcontractors

Subcontractors utilized during the contract will be covered by this SSHP and will be provided with a copy of the plan prior to commencing work. NEIE MWS's Program Manager will verify that subcontractor employee training; medical clearance, and respirator fit test records are current and will monitor and enforce compliance with the established plan and standard operating procedures. As with all site personnel, subcontractors will be briefed on the provisions of this plan and attend all daily toolbox and weekly safety meetings.

NEIE MWS will continually monitor a subcontractor's safety performance. NEIE MWS will observe subcontractors for hazards or unsafe practices that are both readily observable and occur in common work areas. The SSHA will note subcontractor work practices on the daily Safety and Health report. If non-compliance or unsafe conditions or practices are observed, the subcontractor safety representative will be notified, and corrective action will be required. The subcontractor will determine and implement necessary controls and corrective actions. If repeat non-compliance/unsafe conditions are observed, the subcontractor will be required to stop affected work until adequate corrective measures are implemented.

3.0 HAZARD/RISK ANALYSIS

Handling of infectious waste materials can cause a multitude of health and safety concerns, any of which can result in serious injuries and/or illnesses of workers. Some hazards are a function of the physical, biological, or chemical nature of the site itself. Based upon the information provided to NEIE MWS in the RFP and SOW regarding the overall Safety and Health hazards are outlined below.

3.1 Infectious Waste Hazards

Infectious waste may contain a great variety of pathogenic micro-organisms, but not all can be transmitted to humans and animals by contact with waste.

These pathogens contained in the waste may infect the human body through the following pathways:

- absorption through a crack or cut in the skin (injection).
- absorption through the mucous membranes; and rarely by
- inhalation and
- ingestion.

Concentrated cultures of pathogens and contaminated sharps (in particular syringe needles) are probably the waste items creating the most acute human health hazards.

3.2 Infectious Waste Handling

When the waste is to be moved special handling or packaging may be necessary to keep bags intact and to ensure containment of the waste. The following procedures are recommended:

- Single-bagged waste and containers of sharps and liquids should be placed within a rigid or semi-rigid container such as a bucket, box, or carton lined with plastic bags.
- Containers should be covered with lids during transportation and storage.
- When handling or transporting plastic bags of infectious waste, care should be taken to prevent tearing the bags. Instead of chutes or dumbwaiters, carts should be used for transporting bags of infectious waste within the facility.
- Carts and recyclable containers that are used repeatedly for transport and treatment of bagged waste should be disinfected after each use. Single-use containers should be destroyed as part of the treatment process.
- Infectious waste should not be compacted before treatment. This process could damage the packaging and disperse the contents, or it could interfere with the effectiveness of treatment.
- Outside the hospital, infectious waste should be transported in closed, leak proof dumpsters or trucks.
- The waste should be placed in rigid or semi-rigid, leak proof containers before being loaded onto trucks.

3.3 Safe Storage

- Infectious waste should be stored for a minimum amount of time and should be packaged securely enough to ensure containment of the waste and to prevent penetration by rodents and vermin.
- Limited access to the storage area is recommended.
- The universal biological hazard symbol (Figure 6-1) should be posted on the storage area door, waste containers, freezers, or refrigerators.
- Containers for bio-hazardous material should be a distinctive red or orange color.

3.3 Hand Tools

Hand tools are used for various site activities. Procedures for using hand tools are as follows:

- Only tools in good condition will be used.
- Tools will be kept clean.
- Proper eye protection is critical when using power tools. At a minimum, safety glasses will be required during site operations. Where appropriate, full-faced shields will be utilized in addition to the glasses.

3.4 Slip/Trip/Fall

Slip/trip/hit/fall injuries are the most frequent of all injuries to workers. They occur for a wide variety of reasons, but all injuries can be prevented by the following prudent practices

- Spot-check the work area to identify hazards.
- Establish and utilize a pathway, which is most free of slip and trip hazards.
- Beware of trip hazards such as wet floors, slippery floors, and uneven surfaces or terrain.
- Carry only loads that you can see over.
- Keep work areas clean and free of clutter, especially in storage rooms and walkways.
- Communicating hazards to on-site personnel
- Secure all loose clothing, ties, and remove jewelry while around machinery.
- Report and/or remove hazards.
- Keep a safe buffer zone between workers using equipment and tools.
- Workers must take particular care when walking on the geotextile-working mat.

3.5 Vehicle Traffic

Considerations for controlling the movement of personnel and equipment are vitally important to any project, as injuries may occur while working with or adjacent to such equipment. All workers will adhere to all applicable standards and regulations while operating vehicles at the hospitals or clinics. Operators will be trained and experienced in the use. Equipment will be inspected on a daily basis to identify any worn parts, and/or unsafe conditions. Any unsafe equipment will be removed from service until safety defects can be corrected.

4.0 SAFETY AND HEALTH TRAINING

All workers who handle infectious waste shall receive infectious waste management training that includes Explanation of the infectious waste management procedures. Refresher courses should also be given periodically.

4.1 Bloodborne Pathogens Training

NEIE MWS has an Exposure Control Plan which presents health and safety guidelines for infectious waste material handling. Each NEIE MWS staff member is required to obtain Bloodborne Pathogen training to meet the standards as outlined in 29 CFR &1910.1030.

4.2 Hazard Communication Training

OSHA's standard for hazard communication requires that all workers be informed of potentially hazardous materials used in their work area. NEIE MWS provides employees with information and training on hazardous chemicals at their work site at the time of their initial assignment, annually, and whenever a new chemical is introduced into their work

site that could present a potential hazard. Personnel are briefed on the general requirements of the OSHA hazard communication standard and duty-specific hazards by their immediate supervisor before they begin any duties on the work site. Personnel transferred from another site are also briefed on the duty-specific hazards by their immediate supervisor before they begin any duties on the work site.

5.0 MEDICAL SURVEILLANCE PROGRAM

The Medical Surveillance Program is designed to track the physical condition of employees on a regular basis as well as survey pre-employment or baseline conditions prior to potential exposures. The Medical Surveillance Program is a part of the overall NEIE MWS Safety and Health program.

5.1 Baseline Medical Monitoring

Each employee must receive a baseline physical, which can be part of an annual medical monitoring program. All NEIE MWS staff members that handle medical waste are offered HEP A & B vaccinations prior to commencement of work activities.

The medical surveillance provided to the employee includes a judgment by the medical examiner of the ability of the employee to use either positive- or negative-pressure respiratory protection equipment. Any employee found to have a medical condition, which could directly or indirectly be aggravated by exposure to these site contaminants, or by the use of respiratory equipment, will not be employed for the project. A copy of the medical examination is provided at the employee's request.

5.2 Exposure/Injury/Medical Support

As a follow-up to an injury or possible exposure above established exposure limits, all employees are entitled to and encouraged to seek medical attention and physical testing. Depending upon the type of exposure, it is critical to perform follow-up testing within 24- 48 hours. It will be up to the occupation physician to advise the type of test required to accurately monitor for exposure effects.

The occupational physician must evaluate any employee who develops a time loss illness exceeding one working day, or injury during the period of the contract. A written statement indicating the employee's fitness, signed by the occupational physician must be submitted prior to the employee entering the work site.

5.3 Medical Records

The results of medical testing and full medical records will be maintained in accordance with 29 CFR Part 1910.1020. Copies of the medical certification are kept at NEIE MWS's offices in Quinton, VA and Blairsville, PA.

6.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

This section provides an outline of the PPE and guidelines that will be implemented to minimize physical and biological exposures and accidents during the handling of Infectious Waste Materials. Where engineering controls and job hazard analyses do not eliminate all job hazards, employees will (where appropriate) wear PPE.

These include items such as safety goggles, glasses, gloves, and protective clothing etc. The SHM will ensure that the equipment selected will meet the following requirements:

- It will be appropriate for the particular hazard.
- It will be maintained in good condition.
- It will be properly stored when not in use, to prevent damage or loss.
- It will be kept clean, fully functional, and sanitary.
- Must meet all applicable ANSI standards.

Personal clothing and jewelry can present additional safety hazards. Supervisors will ensure that workers wear appropriate clothing, which will not interfere with the PPE. All PPE will be selected in accordance with 29 CFR 1910.132. NEIE MWS will provide proper PPE to all employees. All protective clothing will be properly used, stored, selected, and maintained.

6.1 PPE Hazard Assessment

Selection of the appropriate PPE is a complex process, which should take into consideration a variety of factors. Key factors involved in this process are identification of the hazards, or suspected hazards, routes of potential exposure to employees (inhalation, skin absorption, ingestion, eye, or skin contact); and the performance of the PPE materials (and clothing seams) in providing a barrier to these hazards. The amount of protection provided by PPE is material-hazard specific. That is, protective equipment materials will protect well against some hazardous substances and poorly, or not at all, against others. In many instances, protective equipment materials cannot be found which will provide continuous protection from the particular hazardous substance. In these cases, the breakthrough time of the protective material should exceed the work duration.

Other factors in this selection process to be considered are matching the PPE to the employee's work requirements and task-specific conditions. The durability of PPE materials, such as tear strength and seam strength, should be considered in relation to the employee's tasks. The effects of PPE in relation to heat stress and task duration are a factor in selecting and using PPE. In some cases, layers of PPE may be necessary to provide sufficient protection, or to protect expensive PPE inner garments, suits, or equipment.

The following are guidelines, which NEIE MWS uses to select PPE. In general, proper packaged waste presents no hazard to personnel. Standard worker uniforms, rubber gloves, and safety glasses are adequate personal protection equipment. Leaking or damaged containers should be treated with caution, similar to a chemical spill. In addition to the equipment above, protective gear would include a disposable TYVEK Suit and Respirator. If volatile products are present or suspected, a Full-Face Respirator with supplied air may be necessary.

Personal Protective Equipment alone should not be relied on to provide protection against hazards, but should be used in conjunction with guards, engineering controls, and sound work practices.

7.0 ACCIDENT PREVENTION PROCEDURES/PRACTICES

7.1 Medical and First Aid Requirements

First-aid kits/stations and required contents are maintained in a serviceable condition. Unit-type kits have all items in the first-aid kit individually wrapped, sealed, and packaged in comparable sized packages. First-aid stations will be located as close as practicable to the highest concentration of personnel. First-aid stations will be well-marked and available to personnel during all working hours. First-aid stations will be equipped with a first-aid kit, the size of which will be dependent upon the number of personnel normally employed at the work site.

7.2 Hazardous Substances

When hazardous substances are used in the workplace, the hazard communication program dealing with Material Safety Data Sheets (MSDS), labeling and employee training will be in operation. MSDS materials will be readily available for each hazardous substance used. A training program plus regular question and answer sessions on dealing with hazardous materials will be given to keep employees informed. The program will include an explanation of what an MSDS is and how to use and obtain one; MSDS contents for each hazardous substance or class of substances; explanation of the "Right to Know"; identification of where employees can see the employer's written hazard communication program and where hazardous substances are present in their work area; the health hazards of substances in the work area, how to detect their presence, and specific protective measures to be used; as well as informing them of hazards of non-routine tasks and unlabeled pipes.

7.3 Housekeeping

A policy of trash removal and the maintenance of good housekeeping practices should be implemented on all jobsites. The accumulation of construction debris may pose a significant fire hazard in addition to tripping and falling hazards.

Good housekeeping practices are the result of planning and organization. Housekeeping activities in themselves may pose health hazards such as exposure to dust, biological agents, and discarded chemicals. Liquid and solid waste chemicals must be placed in leak-proof containers for proper disposal.

8.0 PERSONAL HYGIENE AND DECONTAMINATION

8.1 Personal Hygiene and Sanitation

Hands and face shall be thoroughly washed before eating, smoking, drinking, chewing gum or tobacco.

When possible, avoid contact with contaminated materials.

Eating, drinking, smoking, chewing gum or tobacco or any practice that increases the probability of hand-to-mouth transfer and ingestion of material is prohibited during waste handling activities. NEIE MWS employees, subcontractor employees, and service personnel are required to thoroughly wash their hands and face after handling waste materials.

9.0 CONTINGENCY PLAN

NEIE MWS has a contingency plan under separate cover that describes the emergency response that shall be implemented by NEIE MWS employees to handle emergencies.

10.0 INSPECTION AND REPORTING

10.1 Safety and Health Inspections

Safety and Health inspections will be conducted to discover, through specific, methodical auditing, checking, or inspection procedures, conditions and work practice that leads to job accidents and illnesses.

The Health and Safety Manager shall be responsible for ensuring that inspections are conducted at the frequency stated, reviewing the Daily Safety and Inspection Logs for completeness, thoroughness, and trends; performing bi-monthly project inspections; and training site personnel on proper inspection techniques.

The Health and Safety Officer shall be responsible for ensuring that daily inspections are conducted; reviewing the inspections findings and corrective actions for applicability and thoroughness; and providing the site management personnel with a summary of inspection findings.

10.2 Incident Reports

Incident reporting will ensure an immediate report on all incidents/accidents and provide an effective follow-up for corrective action in order to eliminate unsafe practices and unsafe conditions. An Incident/Accident Form must be completed within 24 hours of the Incident/Accident. This report is utilized in the event of injuries, off-site releases, utility breaks, or accidents. Immediately following the incident/accident, the Site Superintendent and the Site Safety and Health Officer will initiate an Incident/Accident Investigation.

10.3 Emergency Response Assessment

Clean-up procedures will be implemented after an assessment of the situation to determine what hazards exist. It will be a coordinated decision between NEIE MWS and the JMU COR to determination as to extent of the spill and what procedures will be followed. Proper protective procedures will be implemented to assure that no danger will occur to those individuals cleaning the spill. Only those persons trained and familiar with microbiological hazards will attempt to contain and clean a spill.

In the case of a spill, the NEIE MWS Site Representative in coordination with the JMU COR will evaluate the incident and determine if the spill can be handled by the current employees or whether further assistance is needed from NEIE MWS and our support subcontractors. In the case of a fire involving infectious waste, the Fire Department will be notified as per normal operating procedures established by James Madison University.

NEIE MWS maintains a Toll-Free, 24-hour Call Center that is available for emergency situations. The Call Center number is 866-313-7878.

- Basic Description and Technical Name
 - Proper Shipping Name: Regulated Medical Waste
 - Hazard Class or Division: 6.2
 - UN Identification Number: UN 3291
 - Packing Group: PGII

- Immediate Health Hazards
 - Inhalation or contact may cause infection, disease, or death; and
 - Runoff from fire control may cause pollution
- Risks from Fire or Explosion
 - Some of these materials may burn, but none ignite readily; and
 - Some may be transported in flammable liquids
- Immediate Precautions
 - Assess the extent of the incident and or spill;
 - Isolate spill from unauthorized personnel;
 - If applicable, stop continual leakage from container(s);
 - Contain spill within an appropriate area; and
 - If necessary, call NEIE MWS Emergency Response Telephone Number:
 - 866-313-7878
- Immediate Methods for Handling Fires
 - Small fires
 - Use the ABC dry chemical fire extinguisher provided in each vehicle
 - Large fires
 - Call 911 or a local fire department

Note: Do not scatter spilled materials with a high-pressure water stream.

10.4 Spill Response Procedures

The following details the response procedure that MUST be followed when cleaning up a spill of various wastes

- Regulated Medical Waste Spill
 - Personnel (Drivers)
 - If a person has direct contact with untreated regulated medical waste, first remove any contaminated clothing and shower thoroughly or wash area with a germicidal soap.
 - Prior to conducting the following clean-up procedures, utilize the following personal protective equipment (PPE):
 - Tyvek suite (for liquid spills only);
 - Tyvek booties (for liquid spills only);
 - Impermeable gloves, ie.. latex, polyethylene, nitrile, etc.; and
 - Safety glasses and dusk make or face shield.
 - Surfaces Coming into Contact with the Spill:
 - The driver that becomes aware of the spill must inform the appropriate supervisor, via telephone or other communication devices, as soon as possible;
 - Only employees trained in Spill Response Procedures can conduct spill clean-up activities. The employee(s) cleaning up the spill must wear protective equipment as specified above.
 - Place an appropriate red plastic bag, meeting ASTM D 1709-01 and 1922-00a, inside a fiberboard box or reusable plastic container;
 - Initially, shovel the solid portion of the spilled material into the previously prepared fiberboard box or plastic reusable container;
 - Spray the contaminated area with a US EPA approved tuberculocidal disinfectant; *Note: This includes a 10:1 mixture of water and household bleach*

- Spread absorbent on the contaminated area and wait at least 10 minutes;
 - Shovel the absorbent and any other contaminated items into the container;
 - Repeat the above steps until there are no visible contaminated remains;
 - Once again spray the area formally covered by the spill with a US EPA approved tuberculocidal disinfectant;
 - Spray any tools that may have come in contact with the regulated medical waste during the clean-up process;
 - Remove and place all disposable PPE in the fiberboard box or reusable plastic container used during this clean-up;
 - Ensure that the inner packaging (liner) and the outer packaging of each container are closed according to the applicable packaging specifications;
 - Load all containers onto the transportation vehicle and ensure it is properly secured;
 - Generate a manual shipping paper for any additions or subtractions to total quantity of waste caused by this spill activity (ie. regulated medical waste from one container cleanup and placed into two new containers); and
 - The supervisor must complete the incident reporting requirements.
- Chemotherapy Waste Spill
 - Employees should follow the above referenced regulated medical waste spill procedures with a few additions. If a leak or spill originates from a container that appears to contain chemotherapy waste, the employee should take the following precautions:
 - Wear double surgical gloves, eye goggles and a mask. Wear fluid resistant aprons or disposable coveralls. Gloves should extend over shirt or gown cuff.
 - Cleanup small amounts of liquids using gauze pads or other absorbent materials. Cleanup small amounts of solids using wet absorbent pads;
 - Contain large spills with absorbent pads with damp cloth or towels. Prevent spill from reaching drains. Place absorbent materials in proper red liner and place the liner in a fiberboard box or reusable tub. Ensure the inner packaging (liner) and outer packaging is properly closed;
 - Clean up the spill area three times using a detergent followed by clean water.
 - Gather and place broken glassware into a leak-resistant and puncture resistant packaging unit. Label chemo and send the container for incineration only;
 - Any tools used should be washed thoroughly with water and disinfectants and rinsed with plenty of water. All rinse water should be collected and containerized; and
 - Remove PPE, wash hands thoroughly after placing all contaminated disposable items in the container.

10.5 Incident Reporting

- Report the incident to your supervisor as soon as possible;
- Gather the relevant data and complete the attached Incident Report Questionnaire;
- Upon receipt of the completed Incident Report Questionnaire, the supervisor must then:
 - Make the immediate telephone notice, if applicable, to US DOT at 800-424- 0802 and or,
 - Complete and submit a copy of Form 5800.1 to:
 - US DOT within 30 days (original and one copy);
 - The collection location that collected the container;
 - The Project Manager to work with the Client on the incident report

10.6 First Aid

- Move injured victim (s) to a safe area, away from the incident location;
Caution: Victim(s) may be a source of contamination
- Call emergency medical care (Call 911);
- Remove and isolate contaminated clothing and shoes;
- In case of contact with regulated medical waste, immediately flush skin, and/or eyes with running water for at least 20 minutes;
- Effects of exposure (inhalation, ingestion, or skin contact) to regulated medical waste may be delayed;
- For further assistance contact a local Poison Control Center; and
- Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.

11. Acknowledgement

By their signature, the following undersigned certify that this Health and Safety Plan has been read or otherwise communicated to them. They certify that they completely understand this plan and will follow its procedures for the protection of the health and safety of all persons entering upon this site.

NAME

DATE

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |



Request for Proposal

RFP# JBM-1222

Medical Waste Removal Services

January 15, 2025



REQUEST FOR PROPOSAL
RFP# JBM-1222

Issue Date: January 15, 2025
Title: Medical Waste Removal Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on February 05, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-3130; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # JBM-1222

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Medical Waste Removal Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

James Madison University spends on average around \$20,000 annually on medical and pathological waste removal services. James Madison University has an expansive nursing program on campus. As the University continues to grow, the need for these services will increase as well.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

Medical and pathological waste pick-up shall be from various satellite locations on a weekly schedule (USB Annex, Student Health Center, CISAT complexes A1, A2, A3) as well on an as needed basis for special events, occurrences, etc. Additional pick-up locations may be added to the contract as needed by the University.

1. Sharps containers are owned by the University. The University shall purchase additional containers and supplies via this contract as needed.
2. If the University purchases additional containers and/or supplies, items shall be delivered to the University within 14 days of request.
3. Contractor shall be responsible for supplying all necessary boxes to be used for pick up.
4. Contactor shall remove bio-hazardous materials from pick-up locations in a professional manner without risk of contamination to any areas of the University. Should Contractor cause any contamination of any area of the University, the Contractor will be responsible for decontamination of that area and reporting the occurrence to the contract administrator.

Decontamination shall be conducted in accordance with all Local, State and Federal regulations and laws.

5. Should the University have an emergency situation to remove blood born/bio hazardous waste, the contractor shall provide us with assistance in removing such waste.
6. Contractor shall provide on-site training for University employees involved in the potential contract on an as needed basis.
7. Contractor shall invoice the University on a monthly basis with detail as per contract pricing.

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All goods and services shall be provided in accordance with all Local, State and Federal laws and regulations inclusive of all required insurance for liabilities. All interpretations of these specifications shall be made upon the basis of this statement.

Describe Statements

The offeror shall respond to the following within their response for the proposal to be considered a complete personal package.

1. Describe how you will conduct the on-site training for University employees.
2. Describe how your company ensures compliance with all Local, State and Federal laws and regulations, including all required liability insurance.
3. Describe your invoicing procedures and what information is included on the invoice, as well as how invoice disputes are handled.
4. Describe your procedures for pick-up, delivery, handling, removal and disposal of the medical and pathological waste.
5. Describe any and all certifications and licensures held by the person(s) performing service for the University on behalf of the Contractor, as well as any other Contractor employee that may be involved in this contract. Please include copies of the certifications and licensures within Contractor's proposal.
6. Briefly describe any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
 - a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed from the contract.
 - b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed from the contract

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

a. **ELECTRONIC SUBMISSION:**

- i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
- ii. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

- iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

3. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
4. Proposal Preparation
- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals

that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

| | <u>Points</u> |
|---|---------------|
| 1. Quality of products/services offered and suitability for intended purposes | 25 |
| 2. Qualifications and experience of Offeror in providing the goods/services | 25 |
| 3. Specific plans or methodology to be used to perform the services | 25 |
| 4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses | 10 |
| 5. Cost | <u>15</u> |
| | 100 |

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth

reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state

agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. EXISTING CONTRACTS: James Madison University reserves the right, when not in the best interest of the University to decline to award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts.
- D. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

| | | |
|-----------------------------------|-----------|------|
| Name of Offeror | Due Date | Time |
| Street or Box No. | RFP # | |
| City, State, Zip Code | RFP Title | |
| Name of Purchasing Officer: _____ | | |

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- E. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- F. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.
- G. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University

sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- J. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category

type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**
- L. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the

University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- P. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- Q. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- R. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The offeror must include any potential fees if applicable, to include, regulatory, credit card or service fee. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

SUPPLIES: (Please be sure to list any other supplies that would be needed to perform services requested.)

- Clean Up Kits (price per kit) \$ _____
- Personal Protective Equipment Packs (price per pack) \$ _____
- Sharps Containers (price per container) \$ _____
- One Quart Size (per unit) \$ _____
- Two Quart Size (per unit) \$ _____
- One Gallon Size (per unit) \$ _____
- Bio-Hazardous Waste Removal Container \$ _____
- F110 Liners (per case) \$ _____
- Absorbent Pads (per case) \$ _____
- 5 Quart Containers (per case) \$ _____

Other Products Offered:

- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____

SERVICES:

- Medical Waste Removal Services
(per site/per removal) \$ _____
- Pathological Waste Removal Services
(per site/per removal) \$ _____
- Other Services Offered:

- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____

Specify any associated charge card processing fees, if applicable, to be billed to the university.

The University is not responsible for any additional fees or charges that are not specified in pricing schedule.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: SWaM Sub-contractor Reporting Template (*Note: Buyer would need to attach the appropriate corresponding template to the eVA posting, as needed for solicitation as it is not included in the RFP documents)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

| CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON/PHONE # |
|--------|-------------------|---------|------------------------|
|--------|-------------------|---------|------------------------|

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSDB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated _____:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

| | | |
|--|---|---|
| <u>Zone 1</u> George Mason University (Fairfax) | <u>Zone 2</u> James Madison University (Harrisonburg) | <u>Zone 3</u> University of Virginia (Charlottesville) |
| <u>Zone 4</u> University of Mary Washington (Fredericksburg) | <u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk) | <u>Zone 6</u> Virginia Commonwealth University (Richmond) |
| <u>Zone 7</u> Longwood University (Farmville) | <u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford) | <u>Zone 9</u> University of Virginia - Wise (Wise) |

Reporting Instructions

- 1) Complete all information accurately
- 2) Contact Phillip Ewell (swamreporting@jmu.edu, ewellpw@jmu.edu or 540-568-7999) to discuss questions or concerns with reporting on this form
- 3) Include the Schedule of Values No.(s) that relate to the payments received and being reported on the current reporting (*please note the Schedule of Values number(s) on this report **may not be** the same as the one you are submitting the form with*)
- 4) ALL sub-contractors should be reported, even if they are not currently SWAM certified (*our staff will attempt to contact them to see if they are capable of certifying*)
- 5) The Schedule of Values should be completed entirely with a vendor name included regardless of whether you believe the firm is SWAM or not - this helps for matching between this report and the Schedule of Values - it also helps us to continue to follow up on certifications with vendors that may not be currently certified.
- 6) Suppliers should be reported as they are considered the same as sub-contractors



January 24, 2025,

**ADDENDUM NO.: One
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# JBM-1222**
Dated: **January 15, 2025**
Commodity: **Medical Waste Removal Services**
RFP Closing On: **February 05, 2025, at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

1. A nonmandatory site visit has been scheduled for Tuesday, January 28th @ 10:00 AM. Attendees must register with Juan Becerra Martinez at becer2jx@jmu.edu to arrange parking and a meeting site prior to the close of business (5:00 PM) on Monday, January 27th.

Signify receipt of this addendum by initialing "*Addendum # One*" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Juan Becerra Martinez".

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax



January 30, 2025,

**ADDENDUM NO.: Two
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# JBM-1222**
Dated: **January 30, 2025**
Commodity: **Medical Waste Removal Services**
RFP Closing On: **February 05, 2025, at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

1. **Question:** Is a per-box unit price acceptable for the pricing schedule? Do we agree that this pricing method aligns with our expectations and requirements for the RFP?

Answer: Yes, right now the university pays per box. That includes the treatment of it.

2. **Question:** 5 Quart" Sharps Container. You are currently using a 5 quart container with a horizontal entry, counterbalanced lid. Bid the same type?

Answer: Yes, these are the type of container the Student Health Center uses.

3. **Question:** F110 Liners are exclusive to the manufacturer Medegen Medical. They are a 37 x 50 1.5 mil 44 gallon liner. Do you want this same manufacturer's product? Or can any red bag with the same specs be used?

Answer: As long as it fits within the boxes we receive, it is not a concern.

4. **Question:** Absorbent Pads- Size? Thickness? Material? Type of absorbency?

Answer: The pads must fit at the bottom of the boxes that are provided by the offeror. In some instances, such as CISAT, two pads are placed in the bottom of each box.

5. **Question:** "Clean Up Kits"- Do you have a product number, manufacturer or what items you want in the kits? There are several types.

Answer: After discussing with the housekeeping managers, it has been determined that there is no need to order these items from the Medical Removal vendor. This has been removed from the scope of services needed. A revised pricing schedule has been included below.

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

6. **Question:** "One Quart" Sharps container. You are currently using a flat lid stackable. Bid the same type?

Answer: Yes

7. **Question:** "One Gallon" Sharps Container

Answer: These items are not needed. This size has not been ordered yet.

8. **Question:** Number of Boxes (Units): the number of boxes (units) per each location picked up in 2024. Can you confirm if this data is readily available, or should we provide an estimated range based on historical data?

Answer: For the year 2024, the average box count pick-up for FM was 200 and Health Center 41. Since the invoice for December has not been received yet, that number only accounts for January – November.

9. **Question:** "Personal Protective Equipment Packs" - What items are in the kits? They make several

Answer: This item does not need to be ordered from the Medical Waste Removal vendor. This has been removed from the scope of services needed. The Revised Pricing Schedule below.

PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The offeror must include any potential fees if applicable, to include, regulatory, credit card or service fee. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

SUPPLIES: (Please be sure to list any other supplies that would be needed to perform services requested.)

Sharps Containers (price per container) \$ _____
One Quart Size (per unit) \$ _____
Two Quart Size (per unit) \$ _____
One Gallon Size (per unit) \$ _____
Bio-Hazardous Waste Removal Container \$ _____
F110 Liners (per case) \$ _____
Absorbent Pads (per case) \$ _____
5 Quart Containers (per case) \$ _____

Other Products Offered:
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

SERVICES:

Medical Waste Removal Services
(per site/per removal) \$ _____
Pathological Waste Removal Services
(per site/per removal) \$ _____
Other Services Offered:
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

Specify any associated charge card processing fees, if applicable, to be billed to the university.

The University is not responsible for any additional fees or charges that are not specified in pricing schedule.

Signify receipt of this addendum by initialing "Addendum # Two" on the signature page of your proposal.

Sincerely,

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)



February 4, 2025,

**ADDENDUM NO.: Three
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# JBM-1222**
Dated: **February 4, 2025**
Commodity: **Medical Waste Removal Services**
RFP Closing On: **February 05, 2025, at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

1. **Question:** What are the specific types of medical waste included in this bid?

Answer: The following, but not limited to are the types of waste: **Body fluids, blood or blood soaked items (bandages, tissues, etc), lab tests, needles (in a sharps container), etc.**

2. **Question:** Is the hazardous waste also part of the service requirements?

Answer: At this time, the solicitation is limited to the waste as defined by the Statement of Needs and per the Virginia Department of Environmental Quality (DEQ) is considered: **Regulated Medical Waste.**

3. **Question:** What is the current frequency of waste pickups?

Answer: Currently, there are weekly pickups.

4. **Question:** What is the approximate volume of waste generated?

Answer: The volume of waste fluctuates. Refer to RFP, page one (numeral II): James Madison University spends on average around \$20,000 annually on medical and pathological waste removal services.

5. **Question:** Does this bid cover multiple facilities?

- **Answer:** Refer to RFP, Page One (Numeral IV): USB Annex, Student Health Center, CISAT complexes A1, A2, A3.

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

6. Refer to Addendum (two) Question #7: "One Gallon" Sharps Container has been removed from the revised Pricing Schedule

Answer: These items are not needed. This size has not been ordered yet. This has been removed from the scope of services needed. The Revised Pricing Schedule below.

PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The offeror must include any potential fees if applicable, to include, regulatory, credit card or service fee. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

SUPPLIES: (Please be sure to list any other supplies that would be needed to perform services requested.)

Sharps Containers (price per container) \$ _____
One Quart Size (per unit) \$ _____
Two Quart Size (per unit) \$ _____
Bio-Hazardous Waste Removal Container \$ _____
F110 Liners (per case) \$ _____
Absorbent Pads (per case) \$ _____
5 Quart Containers (per case) \$ _____

Other Products Offered:
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

SERVICES:

Medical Waste Removal Services
(per site/per removal) \$ _____
Pathological Waste Removal Services
(per site/per removal) \$ _____
Other Services Offered:
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

Specify any associated charge card processing fees, if applicable, to be billed to the university.

The University is not responsible for any additional fees or charges that are not specified in pricing schedule.

Signify receipt of this addendum by initialing "Addendum # Three" on the signature page of your proposal.

Sincerely,



Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)