SWC 269 Biomedical & Pathological Waste Pick-Up Specifications

I. **Scope of Contract**

The purpose of this contract is to provide for the provision of Biomedical, Healthcare Related, and Pathological Waste removal from buildings and locations for the State of Tennessee. The Contractor shall furnish containers and remove and dispose of Biomedical, Healthcare Related, and Pathological waste from Authorized User property. All services provided shall comply with the Occupational Safety and Health Administration (OSHA), Tennessee Occupational Safety and Health Administration (TOSHA), and other applicable industry standards and guidelines.

The Contractor(s) shall provide all goods or services required by this Contract to all Tennessee State Agencies and shall also make this Contract available to all Authorized Users, as defined in the Terms and Conditions. Contractor(s) agrees to extend this Contract to Authorized Users.

The Contractor(s) shall provide all personnel, transportation, services, materials, equipment, technical and management support required to perform the waste pick-up services.

II. **Definitions**

a. “Healthcare Related Waste” includes, but may not be limited to, the following:
   i. Expired or non-distributable, non-creditable hazardous and nonhazardous pharmaceuticals
   ii. Sharps waste
   iii. Biological waste
   iv. Infectious waste (e.g. uniforms contaminated with blood)
   v. Pathological waste
b. “Biomedical Waste” is defined as waste containing infectious or potentially infectious material.

III. Contractor Requirements and Responsibilities

a. The Contractor shall comply with all current federal, state, and/or local licenses, certifications, and/or permits necessary or required to perform the Biomedical or Pathological waste removal service, including Tennessee Rules and Regulations 0400-12-01 et seq.

b. The Contractor shall comply with the requirements of the Hazardous Materials Transportation Act as required by 49 CFR § 178.500 et seq.

c. At the State’s request, the Contractor shall furnish a copy of all required licenses, certifications, or permits.

d. The Contractor, upon receipt of Biomedical and/or Pathological waste material at the point of collection, shall assume full responsibility for transportation, treatment, and disposal of collected waste in accordance with all governing standards, procedures, and regulations.

e. The Contractor shall furnish the agency proof of disposal documentation for all waste collected from agency pick-up locations.

   i. This documentation must be sent to the Authorized User and shall include:

   1. A unique document number
   2. The date and time pick-up was provided
   3. The quantity of container(s) collected
   4. Cleaning method
   5. Products used

f. The Contractor shall furnish Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and Department of Transportation (DOT) approved containers, lids, and supplies necessary for safe storage and transportation.

g. The Contractor shall furnish a sufficient number of containers to meet the Authorized Users container rotation needs based on the expected waste disposal amount and pick-up frequency. The Contractor shall furnish a DOT approved container, in accordance with Section III.a, at no cost to the Authorized User. The Contractor shall provide a certification that the Healthcare
Related Waste and materials collected from all pick-up locations have been treated in accordance with the requirements of federal, state, and local regulations that govern the treatment of said waste.

h. The Contractor shall provide a proof of sanitation of all containers via email to the applicable Authorized User(s) that details the cleaning method, products used, and any other relevant information.

i. Upon request of the Authorized User, the Contractor shall provide technical assistance in case there is a need for in-service training.

j. The Contractor will be required to provide the DOT: Regulated Medical Waste Online Course to Authorized Users as necessary. This course must be provided as needed for Authorized Users that will be packaging Healthcare Related Waste and offering it for shipment.

k. Hazardous and Non-Hazardous Pharmaceutical Waste Pick-up must follow regulations as set forth by 40 CFR Chapter 1 Subchapter I.

IV. Biomedical Waste Containers and Supplies

a. Twenty-Eight (28) to Thirty (30) gallon DOT approved containers
   i. Containers must have hazardous waste identification markings.

b. Lid
   i. Lid must fit the top of the waste container and can be opened to allow viewing of container contents.

c. Biohazard plastic liners
   i. Plastic liner must be the hazardous waste required color of red.
   ii. Plastic liner must fit securely inside the waste container.
   iii. Plastic liner must have hazardous waste identification markings.

d. Sanitized containers shall be delivered to the requested Authorized Users, in accordance with Section III of this contract’s specifications.

V. Pathological Waste Containers

a. Twenty-Eight (28) to Thirty (30) gallon DOT approved containers.
   i. Containers must have the biohazardous waste identification markings and the words “Incineration Only”.
VI. Hazardous and Non-Hazardous Pharmaceutical Waste Containers
   a. RCRA (Resource Conservation and Recovery Act) Black Box Hazardous Pharmaceuticals Waste Containers
      i. Shall be available in two (2) gallon and eight (8) gallon.
   b. Non-Hazardous Pharmaceutical Waste Containers
      ii. Shall be available in one and a half (1.5) quart and two (2) gallon.

VII. Pick-up Specifications
   a. The Contractor shall provide Biomedical, Healthcare Related, or Pathological waste removal services to Authorized User locations on a mutually agreed upon schedule. All waste containers are to be removed from the area(s), at the frequency specified by each location. Authorized Users will schedule a pick-up time in accordance with the Contractor.
   b. Collection shall be made on an as-needed basis and will be coordinated by the Agency and the Supplier.
   c. On-site regular time service will be scheduled during the business hours of:
      - Monday through Friday
      - 7:00 am through 5:00 pm
      - Excluding legal holidays
   d. In some cases, the Authorized User may require On-site emergency pick-up service. Emergency pick-ups shall be twenty-four (24) hours or less from when the Authorized User contacts the Contractor. An emergency pick-up is a non-scheduled pick-up, in which the Authorized User has not given a seven (7) day notice. Emergency pick-up service can be established twenty four (24) hours a day and seven (7) days a week. The Authorized User has the sole discretion at defining what is an emergency pick-up.
   e. If the Contractor cannot meet a scheduled pick-up due to mechanical or other problems, the Contractor shall notify the customer no later than twenty-four (24) hours prior to the scheduled pick-up time and provide the Authorized User with the rescheduled pick-up time. The rescheduled time shall not be later than forty-eight hours (48) hours
after the originally scheduled pick-up.

f. In the event scheduled service falls on a legal State holiday and an alternate service day is required, the Authorized User will arrange with the Contractor the course of action to be taken.

VIII. Security Policies and Procedures

a. All visits to State facilities or grounds require proper check-in and check-out; on no occasion will service be provided without proper contact with the Authorized User.

b. Contractor personnel may be required to provide picture identification for inspection upon entering the agency facilities.

c. The Contractor shall assume all vehicles, equipment, tools, and supplies used at the agency are always under their control, including while vehicles are in parking areas or on campus roads and drives.

i. Equipment and supplies shall be secured when not in use.

   Vehicles must be turned off, keys must be removed from the ignition, and doors must be locked when left unattended.