

Contract User Guide How to Use the Hazardous/Universal, Medical, and Electronic Waste Disposal and Emergency Response Statewide Contract

Contract #: FAC82	Contract Duration: 1/1/17-12/31/17
MMARS #: FAC82*	Options to Renew: Two 1-year renewals
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This contract contains: Environmentally Preferable Products (EPP), Small Business Purchasing Program (SBPP), and Supplier Diversity Office (SDO) Contractors	
UNSPSC: 76-12-19, 76-12-19-0000 (Hazardous Waste)	
Last change date: 4/21/17	

Contract Summary

Contract Description: This is a statewide contract for Hazardous/Universal, Medical, and Electronic Waste Disposal and Emergency Response that includes the following categories:

- Category 1 - Hazardous Materials Collection and Disposal
- Category 2 - Hazardous Waste Collection Events (HHW)
- Category 3 - Universal Waste (except pesticides): Mercury Waste & Batteries
- Category 4a - Sharps Collection and Disposal (including Sharps Kiosks)
- Category 4b - Sharps Mail-In
- Category 5 - Onsite Medical Waste Treatment Systems
- Category 6 - Medical Waste Collection and Disposal, Pharmaceutical Kiosks and Disposal

Updated: April 21, 2017



- Category 7 - Electronic Waste
- Category 8 - Tanks, Above Ground and Underground Storage (AST/UST)
- Category 9 - Emergency Response

Benefits and Cost Savings

- Depending on the markets, many of these materials have the potential to generate a revenue stream for recyclers, which may equate to rebates and other cost savings for contract users. Contract users should obtain quotes from more than one vendor in an effort to obtain the best pricing.
- Free item collection (or for a fee paid **to** the contract user) for select items in Categories 1, 3, & 7 (for example, motor oil, batteries, electronics). Please check the Price List for items that indicate “no charge” or a fee amount paid to the contract user.
- Milk-run (multi-site) discounts for combined pickups offered by select vendors in Categories 1, 3 & 7.
- Low-load discounts (for small purchasing entities) offered in Category 2 HHW.
- Most FAC82 contractors offer free end user training. Please consult the Vendor Info tab on the Price List for a list of contractors who offer training, and contact the vendor directly regarding the specific training offered.
- Some contractors also offer Resource Management Services. Unlike traditional solid waste service contracts, resource management (RM) compensates waste contractors based on performance in achieving waste reduction goals rather than the volume of waste disposed. As a result, RM aligns waste contractor incentives with facility goals to explore innovative approaches that foster cost-effective resource efficiency through prevention, recycling, and recovery.
- Quick response times. See chart within this guide for maximum response times (emergency and non-emergency) for each contractor in each category. This information can also be found on the Price List, Vendor Info tab.
- No surcharges are allowed on this contract.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

1. Cities, towns, districts, counties and other political subdivisions
2. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies
4. Local public libraries, public school districts and charter schools;
5. Public Hospitals, owned by the Commonwealth;
6. Public institutions of high education



7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Vendor List and Contact Information

Contractor	Contact Name	Phone	Email	Categories Served (statewide if not otherwise noted)
Clean Harbors Environmental Services	Kristen Mahoney	781-380-7160	mahoney.kristen@cleanharbors.com	2, 6, 8, 9
Complete Recycling Solutions	Keith Boyea	508-402-7700	kboyea@crsrecycle.com	3, 7
Curtis Bay Medical Waste Services	Jim Denoncourt	978-807-6047	jdenoncourt@curtisbayenergy.com	4a, 4b, 6
Electronix Redux Corp.	Casey Sawyer	508-384-1112	caseysawyer@electronixredux.com	7
ENPRO Services (formerly TMC Environmental)	Angela Coe	508-966-6000	acoe@enpro.com	8, 9
Environmental Integrity Co.	Kristina Czepiel Dearborn	413-420-0035	kczepiel@eic-llc.net	3, 7
New England Disposal Technologies	Michael J. Robertson	508-234-4440	mrobertson@nedtinc.com	1, 8, 9 (Cat 9 region 2, 3, 5)
RMG Enterprise	Robert Gallinaro	603-437-6945	bobg@rmgenterprise.com	7
Stericycle, Inc.	Mike Meyer	847-943-6636	government@stericycle.com	4a, 6
Stericycle Environmental (formerly PSC Environmental)	Amanda Wuoti	617-852-3086	amanda.wuoti@stericycle.com	1, 2
Triumvirate Environmental	Timothy Mooney	617-628-8098	tmooney@triumvirate.com	1, 4a, 4b, 6, 8, 9
Veolia	Amanda Poverchuk	774-296-6030	amanda.poverchuk@veolia.com	3, 4b



Service Regions

The majority of contractors offer statewide service. If regions are indicated, please see the Region Map tab within the Price List file.

Vendors offering statewide service must include the Boston Harbor Islands. Any services provided on Boston Harbor Islands or other islands not identified in this RFR will be negotiated between the Contractor and the Eligible Entity.

Pricing and Purchase Options

Most purchases made through this contract will be made on a fee for service basis. Eligible Entities may purchase waste containers and packaging outright in cases where they are not provided as part of the service.

Referencing the Statewide Contract. In order to ensure that you receive all the benefits and savings associated with the statewide contract, please **always reference the statewide contract** and the document number (FAC82) when opening an account or signing a service agreement with a Contract vendor.

Statewide Awards. With the exception of Category 9 Emergency Response, all Contractors provide services statewide. Service regions for Category 9 contractors are referenced in the above Vendor List table. A Region Map and List of Towns by Region can be found within the Price List, as an attachment on the contract record in COMMBUYS.

Performance and Payment Time Frames which Exceed Contract Duration. All agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than one (1) year beyond the final termination date of this Statewide Contract. No agreements for services may be executed after the Contract has expired.

Detailed Specifications and Pricing

Appendix A. Appendix A of this document provides further description and price structure notes for each category. Detailed specifications for the services available on this contract can be found within the RFR in the Specifications section for each category.

Price files. One combined Price List is posted on COMMBUYS under the vCurrent MBPO (the main contract record), and also attached to each vendor MBPO for FAC82. Note that there are separate tabs for each category within the Price List file. Pricing for each awarded vendor within a category is offered side-by-side for easy price comparisons. Categories 8 & 9 do not have price lists, and will require the



buyer to request quotes from the qualified vendor list, according to the buyer’s statement of work. The Price List also contains a Vendor Info tab, which is a summary of contact information, category service, response times, and prompt pay discounts.

No surcharges. No transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s).

No pre-payments. Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered.

Quotations and Negotiation

All pricing on this contract is “ceiling” or “not-to-exceed” pricing. Eligible Entities have the right to issue requests for quote or negotiate with contractors in order to enhance the value of the contract.

Prevailing Wage Requirements

All or part of the service(s) available under this RFR and resulting contracts may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The awarding authority has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at www.mass.gov/dols. If this is a statewide contract or department contract that can be used by other eligible public entities, then any such eligible entity.

Company Name	Categories Serviced	Max. Non-Emergency Response Time (days until pickup)	Max. Emergency Response Time (hours until response)
Clean Harbors Environmental Services	2, 6, 8, 9	7	2
Complete Recycling Solutions	3, 7	5	n/a
Curtis Bay Medical Waste Services	4a, 4b, 6	7	n/a
Electronix Redux Corp.	7	2	n/a
ENPRO Services (formerly TMC)	8, 9	5	2
Environmental Integrity Co.	3, 7	6	n/a
New England Disposal Technologies	1, 8, 9	10	2
RMG Enterprise	7	5	n/a
Stericycle, Inc.	4a, 6	1	n/a



Stericycle Environmental (formerly PSC)	1, 2	10	<i>n/a</i>
Triumvirate Environmental	1, 4a, 4b, 6, 8, 9	7	1.5
Veolia	3, 4b	10	<i>n/a</i>

2 hrs. or less

Training and Technical Assistance

Most contractors offer training and education to users of the contract within their category, including basic education to users on processes and procedures for appropriate storage, handling or packaging of hazardous materials. Please reference the Price List, Vendor Info tab, for a list of contractors who offer free training. Consult each contractor for a detailed list of offerings and associated costs, if any.

Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a zero dollar line item catalog in COMMBUYS. Each vendor has been assigned a unique Master Blanket Purchase Order. Vendor price lists are located in the attachments tab on each Master Blanket Purchase Order. Each vendor has a catalog line for each contract category awarded.



How to place an order

Quotes: Eligible Entities must solicit quotes from at least three (3) contractors. The minimum requirement is that Eligible Entities *contact* the three contractors for quotes; you are not required to receive responses from all three contacted contractors. Please note specific requirements that apply, depending upon the scope of your bid, below.

Quotes including construction services:

Where the construction services are less than \$10,000: Select a contractor based on sound business practices/best value.

For construction services valued from \$10,000-\$50,000*: Must receive two written responses; award to lowest responsible bidder

Quotes not including construction services:

Award based on best value

CATEGORY 8 (construction-related purchases only, G. L. c. 149,)

*Effective November 7, 2016

P.O. FOR ONE-TIME SERVICES

Once a service and price is determined, the ordering process is as follows:

- Initiate a new requisition
- Search for an item (Use FAC82) in the description
- Select the vendor you will be placing an order with
- Select the appropriate catalog line
- Enter "1" in the Quantity field and the total price in the Unit Cost field
- Attach the vendor quote and/or a detailed order summary
- Submit for approval

P.O. FOR ONGOING SERVICES

If the price is estimated for ongoing services (monthly pickups, etc.), then you may enter a PO for the full amount of the estimate, as per the instructions above, and place partial receipts as you receive billing from the vendor. In such purchase orders insert the following language in the special instructions box of the PO: " This Purchase Order represents the total estimated expenditure for this engagement (*insert brief description*), against which (*identify department*) will execute partial receipts in COMMBUYS upon receipt and approval of invoices, in order to record the work accomplished according to the agreed upon engagement terms. All estimated expenditures are subject to reconciliation based on invoices rendered for agreed-upon delivery of goods and/or services."

Further direction is available in the ["How to Complete a Partial Receipt in COMMBUYS" Job Aid.](#)



EMERGENCY SERVICES

For emergency services, or in situations where the price is unknown until the service is complete, you may utilize the RPA function. This contract has RPA Release enabled to allow contract users to capture spend after-the-fact associated with this contract. Contract Managers have carefully selected the contracts that would qualify for RPA Release transactions. Typically this is due to system or process impracticality and/or emergency situations preventing the standard COMMBUYS purchase order processes from being followed to process paper invoices. For more details please consult the COMMBUYS Policy Document.

Once the paper invoice for the goods or services is received by the agency, follow the directions in the RPA Release Job Aid located at [Job Aids for Buyers](#) in entering the information into COMMBUYS; use below guidance for entering items off of the paper invoice and into a Release Requisition in the “Items” Tab:

1. Follow directions in Release Requisition Job Aid until you come to the Search field in the “Items tab.”
2. In the “Items” tab Search field, type in the following to get the items: contract description (“FAC82”), and the vendor name.
3. Select the appropriate catalog line.
4. In the zero dollar line items, accurately fill in the data.
5. Enter accurate invoice numbers in the mandatory Invoice Number field for each item.
6. Attach scans of all records pertaining to order placement (could be an unofficial email quote), the receipt of goods or services, and the final invoice in the “Attachments” section.
7. The final invoice amount should match the Release Requisition total on the Summary tab.
Enter only one invoice per Release Requisition.

Where to find complete FAC82 contract information on COMMBUYS

If full statewide contract details are required please refer to FAC82 files listed under the Conversion Vendor “**vCurrent**” link, found by performing an advanced search for Contracts/Blankets by entering the **document number** (“FAC82”) in the **Contract Description** field. This link provides the entire detailed information as it relates to the statewide contract RFR, award information and specifications.

Strategic Sourcing Services Team Members

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Appendix A – Category Descriptions and Price Structures

Detailed specifications for each category, including key provisions of the contract, can be found within the RFR, attached to the main contract record for FAC82 (vCurrent) in COMMBUYS.

Category 1 – Hazardous Materials Collection and Disposal

A variety of materials, including High Hazard Waste Management, can be collected via this category. Please consult the Price List for those materials with contract pricing. Upon request from an Eligible Entity for the collection of a specific material not listed on the Price List, Contractors must inform the Eligible Entity whether or not the identified materials will be collected. Pricing for all such requests must be negotiated between the Eligible Entity and the Contractor.

Storage Containers

Contractors offer for sale all storage containers necessary to properly handle hazardous materials, including, but not limited to: 5-gal pails; 30 gallon drum; 55 gallon drums; 85-gallon drums; Cubic-yard boxes; 80 gallon over-pack containers. Contractors also offer hazardous waste storage labels at no cost to Eligible Entities who purchase storage containers from the Contractor.

Compensation Structure/Pricing

The total disposal cost for the Eligible Entity will be calculated as a sum of the applicable components below:

- Material Collection/Disposal
- Transportation from the Generating Facility to the Contractor's Receiving Facility
- Containers
- Waste Profiling
- Labor
- Any additional products/services
- Discounts for multi-site pickups, as detailed on the Price List

Category 2 – Hazardous Waste Collection Events

Contractors provide hazardous waste collection event services in accordance with 310 CMR 30.390, Provision for Accumulation of Household Hazardous Waste. The Contractor may be asked to operate a permanent household hazardous waste collection center in accordance with 310 CMR 30.393.



Additional Services

Contractors are able to provide the following additional services:

- Online event registration (for events scheduled with PSC Environmental Services): webpage enabling Eligible Entities to register community members attending the event.
- In cases where multiple Eligible Entities sponsor one event, issuing separate invoices for those Eligible Entities.

Compensation Structure/Pricing

Each Category 2 Contractor offers two pricing plans: per-load and per-item. All prices include labor, travel time, containers, packaging material, labels, placards, paperwork, safety and spill control equipment as well as any other costs necessary to accomplish the scope of work for this category.

The price specified will be the highest price which may be charged for this item under the contract. Eligible Entities may negotiate better pricing with Contractors on an individual basis.

In addition, PSC Environmental offers “milk-run” discount for multi-site pickups, and low-load-equivalent discounts for small towns and purchasing entities.

Per-Load Pricing

- A “load” or “load-equivalent” is defined as each increment of acceptable hazardous material up to 25 pounds if solid or 25 gallons if liquid, excluding other items priced separately. Similarly, a “half-load” is defined as each increment of acceptable hazardous material up to 10 pounds if solid or 10 gallons if liquid, excluding other items priced separately. A “small load” is defined as each increment of acceptable hazardous material up to 3 pounds if solid or 3 gallons if liquid, excluding other items priced separately. Such excluded other items are listed as “desirable” on the price sheet.
- Multiple “load-equivalents” shall be a whole number based upon the total weight or volume of hazardous waste divided by 25 pounds or 25 gallons and rounded up.
- “Unsorted household hazardous waste” shall include linear and other fluorescent light bulbs added to the weight of the other material using the following factors:

Product	Conversion Factor
Linear fluorescent	0.5 lbs per each 4 linear ft
U-tube	0.5 lbs each
HID bulb	0.5 lbs each

- Per-Load pricing is provided in the Price List, on the Cat. 2 HHW Event Per Load tab.



- If an Eligible Entity using per-load pricing elects to include any of the “desirable” items listed on the price sheet into the list of items acceptable at an event, these items will not be included into the “load-equivalent” count and will be charged for separately based on the rates provided on the price sheet or agreed on by the Contractor and the Eligible Entity.

Per-Unit Pricing

Per-unit prices for specific types of hazardous waste are listed in the Price List, on the Cat. 2 HHW Event Per Unit tab.

Category 3 – Universal Waste, Mercury & Batteries

The Contractor will collect and provide processing and recycling of intact fluorescent lamps, HID, and other lamps (including neon, mercury vapor, high-pressure sodium, and metal halide lamps), elemental mercury, mercury-contaminated items, mercury-containing devices (including thermometers, barometers, thermostats, electrical switches, relays, medical and scientific instruments), non-leaking waste PCB and DEHP ballasts, and a variety of batteries (including non-mercury batteries). In addition, select vendors offer the removal of barometers from schools. Please consult the Price List for a list of materials and associated pricing.

The Mercury sub-category offers low minimum orders (\$50 or below) and milk-run (multi-site) discounts from one vendor, Environmental Integrity.

For Mercury disposal, contractors may pick up from generating facilities, or eligible entities may deliver to the contractor’s facility via independent truck hired by the Eligible Entity. There are no minimum delivery requirements. The Eligible Entity should check with the contractor for delivery and equipment requirements for contractor’s facility to accept the material. All three Mercury collection vendors provide one-day collection event management services for mercury containing articles from residents and businesses.

In the Battery sub-category, Environmental Integrity offers free collection (or pays a fee for collection) of select items. Please see the Price List for further distinctions.

Identification of Recycling Processes and End-Markets

Mercury and mercury-containing products collected under this contract cannot be landfilled or incinerated in the US or overseas. Vendors have certified that mercury recycled under this contract is further reused as feedstock for manufacturing new products or is retired at a MassDEP-approved elemental mercury long-term disposal facility.



Category 4 – Sharps (4a Sharps Pickup & Kiosks, 4b Sharps Mail-in)

Contractors service Eligible Entities that provide collection programs for non-commercially generated sharps. There are 3 options for contract users:

- **Pick-Up Service:** for the following container sizes: 2.2 cubic foot box, 4.0 cubic foot box, 4.5 cubic foot box, 30 gallon container. There are 2 Disposal Pricing structures: Small Quantity Generators (SQG) for less than 50 lb. every 30 days, and Large Quantity Generators (LQG).
- **Mail-In Service:** for containers sized 1.4 qt, 1 gallon, 2 gallon, and 3 gallon. Pricing includes shipping. Volume discounts available from Curtis Bay Medical.
- **Kiosks:** Purchase price and collection fees as listed within Curtis Bay Medical pricing on Sharps Pick-Up tab in Price List.

Please reference the Price List for associated pricing and contractors available for each option.

Category 5 – Onsite Medical Waste Treatment Systems –

Not Currently Awarded

The contract in this category was not awarded due to low bidder participation.

Category 6 – Medical/Infectious Waste Collection and Disposal Pharmaceutical Kiosks/Disposal*

Category 6 Contractors provide services for the following material categories as defined within 40 CFR Part 259.30, and amendments thereto:

- Cultures and Stocks of Infectious Agents and Associated Biologicals
- Human Blood and Blood Products
- Isolation Waste
- Residually Contaminated Materials

Contractors provide a full service program, at no added charge, including all packaging supplies and labels, transportation, proper disposal and manifesting of an Eligible Entity's infectious waste in compliance with all appropriate regulations.

Pharmaceutical kiosks and disposal (NEW)

Compensation Structure/Pricing

The pricing provided in the Price List on the Category 6 tab is based on collecting waste in the following container sizes: 2.2 cubic foot box, 4.0 cubic foot box, 4.5 cubic foot box, 30 gallon container. The Price



File also includes an alternative pricing structure for medical waste (per pound as well as per container), and Eligible Entities may choose the price structure that is most advantageous for their situation. There are 2 Disposal Pricing structures: Small Quantity Generators (SQG) for less than 50 lb. every 30 days, and Large Quantity Generators (LQG). Eligible Entities may also negotiate better pricing with Contractors on an individual basis.

*Refer to Pharmaceutical Kiosks/Disposal Section for pricing in Cost Table.

Category 7 – Electronic Waste

All Vendors in this category are either R2 and/or E-Stewards certified for responsible handling of hazardous e-waste. All are capable of collecting and recycling a variety of electronic waste, including televisions, computer monitors, laptops, central processing units (CPUs), computer peripherals, cell phones, and other electronic devices. Please consult the Price List for materials with contract pricing. It should be noted that the Material Recycling Pricing does not include transportation, and a separate Transportation Charge applies to each site from which materials are collected.

Most vendors in Category 7 offer the following additional services and discounts. Consult the Price List for further information.

- Many items are recycled at no charge.
- Milk run discounts of up to 15% for multi-site pickups.
- Discounts of up to 20% for sorted materials from generating facility.
- Select containers at no charge.
- Expedited pickup within 2 days (at no charge from most vendors).
- Certificate of safe disposal at no charge.
- Free online materials tracking system.
- Collection services for under 200 lb. at no additional charge.

Contractors may pick up from generating facilities, or eligible entities may deliver to the contractor's facility via independent truck hired by the Eligible Entity. There are no minimum delivery requirements. The Eligible Entity should check with the contractor for delivery and equipment requirements for contractor's facility to accept the material. All contractors in this category provide one-day collection event management services for e-waste from residents and businesses.

Category 8 – Tanks

Category 8a Cylinder Tanks was not awarded due to low bidder participation. Cylinder tank collection and disposal is covered under Category 1 Hazardous Materials and pricing for propane tank collection can be found in the Price List on the Cat. 1 HazMat tab.



AST/UST Tank Collection and Disposal Services

Above Ground Storage Tanks (ASTs) and Underground Storage Tanks (USTs) may be collected and disposed of under Category 8. Category 8 does not have a price list, and will require the buyer to request quotes from the qualified vendor list, according to the buyer's statement of work. Jobs that include site restoration and other construction services are limited to \$50,000* under this contract.

Quotes including construction services:

Where the construction services are less than \$10,000: Select a contractor based on sound business practices/best value.

For construction services valued from \$10,000-\$50,000*: Must receive two written responses; award to lowest responsible bidder

Quotes not including construction services:

Award based on best value

CATEGORY 8 (construction-related purchases only, G. L. c. 149,)

*Effective November 7, 2016

Category 9 – Emergency Response

Emergency Response (ER) Services

Category 9 contractors offer Emergency Response (ER) services that facilitate the containment and removal and disposal of sudden releases of oil and hazardous materials (OHM); and to facilitate preliminary response actions and risk reduction measures by the removal and disposal of reportable concentrations of OHM in soil, on public properties, for the purposes of protecting public health, safety, welfare and the environment.

It is not the intent of this contract to provide a remediation service. It is intended for situations that require immediate emergency actions of limited scope and duration in order to protect public health and the environment.

Response Actions covered by this contract are limited to the following activities: Limited Removal Actions (LRA), Immediate Response Actions (IRA), Release Abatement Measures (RAM), and Utility-related Abatement Measures (URAM) and includes all documentation associated with the aforementioned activities. Without exception, contractors are responsible for adherence to all relevant sections of the Massachusetts Contingency Plan (MCP, 310 CMR 40.0000) when performing response services under this contract.



Emergency Response Services as defined in this contract are those Response Actions as defined in 310 CMR 40.0400 et seq. required to assess, contain, isolate, remove or secure a release or threat of release of oil and/or hazardous materials. Contractors must be able to respond to emergencies within a two hour time frame, which means contractors must have equipment and personnel on-site and ready to begin work within two hours of being contacted by an agency.

Immediate Response Actions shall be taken by those parties responsible for a release, to assess and, where necessary, remediate all releases and threats of release of oil and/or hazardous materials to the environment.

The chief distinction between Emergency Response Services and Immediate Response Actions is that the latter category can be planned and scheduled in advance. Contractors providing IRA services may therefore be required by Eligible Entities to submit work plans, cost estimates, project schedules and other planning documents prior to commencing the service.

Contractors providing ER or IRA services must comply with the following:

For Emergency Response Services, upon receipt of a Mobilization Order from an authorized Eligible Entity employee, the Contractor must promptly initiate mobilization and deployment of such personnel, equipment and other resources as directed by the Eligible Entity. If the Eligible Entity's call to a contractor is picked up by an answering service, the contractor must call the Eligible Entity field representative back within 10 minutes, or the Eligible Entity will cancel the mobilization order and call another contractor.

For Emergency Response Services, the Contractor shall commence the response action as soon as possible and, unless otherwise authorized by the Eligible Entity in no case later than two (2) hours following receipt of the Mobilization Order, except in the case where the response action is on either Nantucket, Martha's Vineyard, or the Elizabeth Islands, in which case the contractor shall commence the response action as soon as possible but not later than three (3) hours following receipt of the Mobilization Order. The response action shall not be deemed to commence until all necessary personnel and equipment are at the location and have begun working as determined by the Eligible Entity's field representative, unless the Eligible Entity authorizes an earlier commencement based on an agreed-upon sequence of arrival of personnel and equipment. The Commonwealth shall not be liable for any costs incurred by the contractor prior to the response action commencing. If a Contractor commits to meeting the response time established by the Eligible Entity in a mobilization order, and fails to do so, the Commonwealth may impose sanctions, including reducing payment to the contractor for that day's work by 10% for every half-hour the contractor is late, and/or cancelling the mobilization order and calling another contractor. A pattern of failure to meet response times may result in the



imposition of future sanctions including suspension or termination from the contractor rotation schedule.

For Immediate Response Action Support Services, upon Eligible Entity approval of a Work and/or Cost Plan (if required), and authorization by the Eligible Entity to proceed.

The Contractor will bear principal responsibility for determining the extent and nature of the circumstances of all releases or threats of releases of oil or hazardous materials and the techniques and methods for dealing therewith. However, the contract allows Eligible Entities to limit or otherwise determine the ultimate extent and level of effort to be applied in response actions, and to restrict or otherwise control the contractor's level of effort in Immediate Response Action activities in compliance with State laws and statutes and Eligible Entity policies and procedures. In such event, the contractor shall perform services under this contract in accordance with any such limitation or determination. Should the contractor object, it shall, upon receiving notice of such limitation or determination, orally state with particularity such objections and the reasons for them and shall provide as soon as reasonably possible a written notice to the Contract Administrator describing with particularity such objection and the reasons for them.

Emergency Response and Immediate Response Action Pricing

Category 9 does not have a price list, and will require the buyer to obtain price quotes from the qualified vendor list, according to the services required. The rates quoted must be inclusive of wages, fringe benefits, travel time, administrative costs, overhead and profit, directly or indirectly related to the performance of the services performed under the contract. Overtime rates must exclude office administrative costs and overhead, and vacation and sick time allowances which are covered by the rates quoted for straight time work. All scheduled Immediate Response Action Support Services activities are to be performed during straight time hours. For those IRA Support Services where overtime is appropriate and for ER Services, overtime will only be allowed for those individuals working at the site of the response action unless specifically authorized by the Eligible Entity. Holidays shall mean federal holidays.