

FAC82 Hazardous/Universal, Medical, Electronic Waste Disposal and Emergency Response

UPDATED: January 23, 2020

Contract #:	FAC82
MMARS MA #:	FAC82*
Initial Contract Term:	April 1, 2014 – December 31, 2016
Maximum End Date:	Three (3), one-year extension(s) to 2020
Current Contract Term:	January 1, 2020 – June 30, 2020
Contract Manager:	Gustav Pearson, 617-720-3101, gustav.pearson@mass.gov
This Contract Contains:	Environmentally Preferable Products (EPP), Small Business Purchasing Program (SBPP), and Supplier Diversity Office (SDO)
UNSPSC Codes:	76-12-19, 76-12-19-0000 (Hazardous Waste)

*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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Contract Summary

This is a Statewide Contract for Hazardous/Universal, Medical, and Electronic Waste Disposal and Emergency Response that includes nine (9) categories encompassing collection services for various types of hazardous and medical waste.

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Contract Categories

This contract includes 9 categories of services as listed below.

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 6a: Medical Waste Collection and Disposal

Category 6b: Pharmaceutical Waste Collection Service (not currently awarded)

Category 7: Electronic Waste

Category 8: Tanks, Above Ground and Underground Storage (AST/UST)

Category 9: Emergency Response

Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

- 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.

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Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, price sheets and other attachments, visit [COMMBUYS.com](https://www.commbuys.com) and search for FAC82 to find related Master Blanket Purchase Order (MBPO) information.
- To link directly to the MBPO for FAC82 visit <https://www.commbuys.com/bs0/external/purchaseorder/poSummary.sdo?docId=C168154-yCurrent&releaseNbr=0&parentUrl=contract>
- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, and other attachments, visit [COMMBUYS.com](https://www.commbuys.com) and search for FAC82 to find related Master Blanket Purchase Order (MBPO's) information. All common contract documents are located in the "Conversion Vendor" Master Blanket Purchase Order (MBPO) for FAC82 and can be accessed directly by visiting <https://www.commbuys.com/bs0/external/purchaseorder/poSummary.sdo?docId=C168154-yCurrent&releaseNbr=0&parentUrl=contract>
- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the [Vendor Information](#) page.

Who Can Use This Contract

Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

Construction Materials and Services: G.L. c. 149, s. 44A; G.L. c. 30, § 39M.

Eligible Entities

Please see the standard list of Eligible Entities on our [Who Can Use Statewide Contracts](#) webpage.

Subcontractors

The awarded vendor's use of subcontractors is subject to the provisions of the Commonwealth's Terms and Conditions and Standard Contract Form, as well as other applicable terms of this Statewide Contract.

Construction Requirements

Purchasers must ensure that **any** services involving construction are limited to \$50,000 or less. Purchasing entities are responsible for compliance with applicable construction law requirements. Information concerning specific M.G.L. c. 149 and c. 30 construction requirements may be found in the Office of the Inspector General's Public Procurement Charts at: <https://www.mass.gov/files/documents/2019/01/22/Procurement-Charts-2018.pdf>. It is the responsibility of the Eligible Entity to determine whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M. Chapter 30B Procurement Assistance from the Office of the Inspector General is available at [mass.gov/ig/procurement-assistance](https://www.mass.gov/ig/procurement-assistance). Access the 30B Hotline at 617-722-8838 or email them at: 30BHotline@massmail.state.ma.us.

See [Quotes Including Construction Services Requirements](#) below for information on quoting these types of projects.

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Pricing, Quote and Purchase Options

Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

- This is a fee for service contract

Pricing Options

- **Ceiling/Not-to-Exceed:** Contract discounts and other pricing published under the contract represents “ceiling” or “not-to-exceed” pricing, and may be further negotiated.

Product/Service Pricing and Finding Vendor Price Files

Product pricing may be found by looking at price table using hyperlink below

<https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=C168154-yCurrent&releaseNbr=0&parentUrl=contract>

Setting Up a COMMBUYS Account

COMMBUYS is the Commonwealth’s electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

When contacting a vendor on statewide contract, always reference FAC82 to receive contract pricing.

Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

How To Purchase From The Contract

- **Directly purchase fixed price items through COMMBUYS**

This contract allows buyers to find and quickly purchase specific products/services with pricing within COMMBUYS. In other words, it allows you to create a Release Requisition in COMMBUYS, submit the requisition for approval, and send the vendor a Release Purchase Order.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage and select:

- The *COMMBUYS Requisitions* section, and choose the *How to Create a Release Requisition and Purchase Order (Contract Purchase)* job aid.

- **Document items in COMMBUYS that have already been purchased**

This type of contract allows buyers to document a contract purchase in COMMBUYS that already has taken place through a Request for Payment Authorization (RPA) Release Requisition. It also allows MMARS users to easily keep

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track of spend. NOTE: MMARS and COMMBUYS do not interface –payment request and invoice should be reported in both MMARS and COMMBUYS separately.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage, and select:

- The COMMBUYS Requisitions section, and choose the *How to Create an RPA Release Requisition* job aid.

Obtaining Quotes

Contract users should always reference FAC82 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

For a full description of how to complete a quote in COMMBUYS visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid.

Quotes Including Construction Services

Please note specific requirements that apply for quoting construction services, depending upon the scope of your bid:

- Where the construction services are less than \$10,000: Select a vendor based on sound business practices, consistent with your entity's procurement policies and procedures.
- For construction services valued from \$10,000-\$50,000: Must solicit a minimum of three quotes and receive two written responses; award to lowest responsible bidder.

Prevailing Wage Requirements

The buyer has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at www.mass.gov/dols. Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website or by calling the DLS Prevailing Wage Program at (617) 626-6953. For this contact, the following prevailing wage categories include:

If prevailing wage is required, make sure to include this information in your quotes or bids so vendors know to include prevailing wage.

Instructions for MMARS Users

FAC82* MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor. Contact the Comptroller Help and Support Desk at 617-973-2468 or via email at Comptroller.Info@state.ma.us for additional support.

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Environmentally Preferable Products (EPP)

[EPP Products and Services Guide](#)

Category 7 vendors are R2 certified.

Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Contact Information for Statewide Contracts](#) list for emergency services related to this contract. See information for Category 9 Emergency Response Services.

Frequently Purchased Items on the Contract

Hazardous, Universal (Batteries and Mercury Waste), and Medical removal and disposal following established guidelines.

Geographical Service Area

Please refer to vendor list for regions/districts serviced.

https://www.sec.state.ma.us/cis/cispdf/County_Map.pdf

Other Discounts

- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the [Vendor List and Information](#) section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.
- **Volume Discounts:** discount is negotiated or can be provided to buyer if a certain volume of product or service is purchased.

Performance and Payment Time Frames Which Exceed Contract Duration

All term leases, rentals, maintenance or other 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 12 months beyond the current contract term of this Statewide Contract. No other agreements for services may be executed after the Contract has expired.

Memorandum of Understanding/Statement of Work

Make sure to include language instructing buyers to make clear that all associated documents reference the statewide contract by its number.

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Strategic Sourcing Team Members

Jan Ameen	Franklin County Solid Waste Management Authority
Muhammad Chowdhury	DCR
Tessa David	Devens HHW & MassToss
Kimberly Dubois	DMH
Jeffrey Quick	DOC
Dawn Quirk	DEP
Katherine West	POL
Julia Wolfe	OSD

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Vendor	Master Blanket Purchase Order #	COMMBUYS Catalog Punch Out Available	Contact Person	Phone #	Email	Categories	Counties	PPD	Minimum Order
**[Conversion Vendor] [Master MBPO] (All contract documents)	C168154-vCurrent		Gustav Pearson	617-720-3101	gustav.pearson@mass.gov	N/A	N/A	N/A	N/A
AdvoWaste Medical Services	PO-18-1080-OSD03-SRC3-13245	N/A	Sarah Novoseller	855-678-1098	sarah@advowaste.com	4, 6	Please refer to price table	N/A	Please refer to price table
Clean Harbors Environmental	PO-14-1080-OSD01-OSD10-00000001257	N/A	Kristen Mahoney	781-380-1760	mahoney.kristen@cleanharbors.com	2, 6, 8, 9	Please refer to price table	Yes	Please refer to price table
Clean Venture, Inc. d/b/a ACVEnviro	PO-18-1080-OSD03-SRC3-13268	N/A	Kevin Fitzgerald	508-570-6488	kfitzgerald@acv-enviro.com	2	Please refer to price table	Yes	Please refer to price table
Complete Recycling Solutions	PO-14-1080-OSD01-OSD10-00000001258	N/A	Keith Boyea	508-402-7700	kboyea@crsrecycle.com	3, 7	Please refer to price table	Yes	Please refer to price table
NRC East Environmental Services, Inc.	PO-16-1080-OSD07-OSD07-00000006706	N/A	Angie Coe	508-966-6008	acoe@nrcc.com	8, 9	Please refer to price table	Yes	Please refer to price table
New England Disposal Technologies	PO-14-1080-OSD01-OSD10-00000001322	N/A	Michael J. Robertson	508-234-4440	mrobertson@nedtinc.com	1, 8, 9 (Cat 9 region)	Please refer to price table	Yes	Please refer to price table
RMG Enterprise	PO-14-1080-OSD01-OSD10-00000001315	N/A	Robert Gallinaro	603-437-6945	bobg@rmgenterprise.com	7	Please refer to price table	Yes	Please refer to price table
Stericycle, Inc.	PO-14-1080-OSD01-OSD10-00000001297	N/A	Sagala, Joe	847-943-6636	government@stericycle.com or JSagala@STERICYCLE.com	1, 9	Please refer to price table	Yes	Please refer to price table

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Vendor	Master Blanket Purchase Order #	COMMBUYS Catalog Punch Out Available	Contact Person	Phone #	Email	Categories	Counties	PPD	Minimum Order
Stericycle Environmental	PO-14-1080-OSD01-OSD10-00000001256	N/A	Philip LoRicco	413-214-3461	philip.loricco@stericycle.com	1, 2	Please refer to price table	Yes	Please refer to price table
Tradebe Environmental Services, Inc.	PO-18-1080-OSD03-SRC3-13318	N/A	Evan Upright	888-276-0887	evan.upright@tradebe.com	2	Please refer to price table	Yes	Please refer to price table
Triumvirate Environmental	PO-14-1080-OSD01-OSD10-00000001298	N/A	Timothy Mooney	617-628-8098	tmooney@triumvirate.com	1, 4a, 4b, 6, 8, 9	Please refer to price table	Yes	Please refer to price table
United Medical Waste Management, Inc.	PO-18-1080-OSD03-SRC3-13157	N/A	Dave Ryan	508.277.4362	dryan@unitedmedwaste.com	4, 6	Please refer to price table	Yes	Please refer to price table
Veolia	PO-14-1080-OSD01-OSD10-00000001259	N/A	Amanda Poverchuk	774-296-6030	amanda.poverchuk@veolia.com	3, 4b	Please refer to price table	Yes	Please refer to price table

*Note that COMMBUYS is the official system of record for vendor contact information.

**<https://www.commbuys.com/bs0/external/purchaseorder/poSummary.sdo?docId=C168154-vCurrent&releaseNbr=0&parentUrl=contract>

is the central repository for all common contract file including price sheet.

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Appendix A:

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:

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- 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-

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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.

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Category 6 – Medical/Infectious Waste Collection and Disposal Pharmaceutical Kiosks/Disposal* (pharmaceutical disposal not currently awarded)

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).

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- 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.

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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

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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.