



COMMONWEALTH OF MASSACHUSETTS

**Department of Environmental Protection
One Winter Street
BOSTON, MA 02108**

REQUEST FOR RESPONSE (RFR)

FOR

**Electronics and Cathode Ray Tube Repair and Recycling
DEP_CRT_2000**

General questions:

CONTACT PERSON: Robin Ingenthron, Strategic Planner
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Procurement Calendar

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
Announcement in Goods and Services Bulletin	Feb 11, 2000	
Post Request for Response (RFR) on www.Comm-PASS.com	March 1, 2000	
Electronic Informational Bidder's Conference (see below)	March 15,2000	2:00 p.m.
Informational Bidder's Conference (see below)	Tba	Tba
Deadline for Written Inquiries	March 29, 2000	2:00 p.m.
Response to Written Inquiries (estimated)	April 5, 2000	
Response Due Date and Time	April 19, 2000	2:00 p.m.
Completion of Evaluations (estimated) / Award	April 21, 2000	
Execution of Contracts	May 1, 2000	
Declaration of Waste Ban on CRT Disposal	April 1, 2000	
Contract Award (estimated)	April 5, 2000	

Written questions from Bidders will be permitted via EMAIL to robin.ingenthron@state.ma.us or to ingenthron@email.com , or by mail, or may be submitted at the Bidders Conference or by March 23, 2000 at 2:00 p.m.

PRE BID CONFERENCE

- 1) The first pre-bid conference will be "electronic" via www.nrc-recycle.org/electronics chat room, scheduled for March 15. Attendees can post questions and these will be answered on-line. For information on how to join this electronic pre-bid forum, contact Robin Ingenthron at the above email address or by mail.
- 2) A second pre-bid meeting may be held at Massachusetts DEP offices at 1 Winter Street, Boston, MA. For directions contact Robin Ingenthron at the above email address.

Electronics and Cathode Ray Tube Repair and Recycling

TABLE OF CONTENTS

General information

1 Procurement And Contracting

- 1.1 Definitions
- 1.2 Purpose of Procurement
- 1.3 Selection Criteria
- 1.4 Instructions for Submission of Responses:
 - 1.4.1 Terms and Conditions
 - 1.4.2 Standard Contract Form
 - 1.4.3 Submission Requirements
- 1.5 Contract
- 1.6 Acquisition method
- 1.7 Expected Duration of Contract
- 1.8 Estimated Value of Procurement
- 1.9 Changes to Contract Scope

2. Scope of Services

- 2.1 Collection of Computer and Television systems and components from Permanent Regional Facilities
 - 2.1.1 Set-up: distribution of pallets and gaylords, shrink-wrap, on-site training
 - 2.1.2 Collection: Trucking operations and capacity
 - 2.1.3 Delivery: Unloading arrangements for materials delivered FOB to the Contractor
- 2.2 Repair, Salvage, Processing, Marketing and Recycling of Computer and Television systems and components
 - 2.2.1 Screen for Resale and Repair
 - 2.2.2 Salvage of working parts
 - 2.2.3 Recycling Operations
 - 2.2.3.1 Cathode Ray Tubes
 - 2.2.3.2 Salvageable computer, TV and other reusable electronic parts
 - 2.2.3.3 Printed circuit boards
 - 2.2.3.4 Wiring, metals, wood, other non-hazardous byproducts
 - 2.2.3.5 Hazardous materials (PCB capacitors, batteries etc.) if any
 - 2.2.3.6. Optional: Plastics
 - 2.2.3.7 Optional: Other components such as byproducts, such as fiberboard.
 - 2.2.3.8 Residue management
 - 2.2.4 Waste Analysis, Quality Assurance/Quality Control
 - 2.2.5 Compliance with Applicable Laws and Regulations

- 2.3 Administration, Reporting and Billing System
 - 2.3.1 Regular scheduled contact with regional hosts and municipal grantees
 - 2.3.2 Timely response to called in and scheduled collections
 - 2.3.3 Recordkeeping, reporting, billing and tare weights
 - 2.3.4 Documentation of recycling and disposal
 - 2.3.5 Coordination with 3rd Party Private contractors

3. Pricing

- 3.1 Unit costs
- 3.2 Recyclable categories
 - 3.2.1 Unsorted computer and television equipment:
 - 3.2.2 Sorted Computer monitors, CPU's, televisions and misc.
 - 3.2.3 Optional: Acceptable and contaminants.
- 3.3 Volume Discounts and Container Fees:
 - 3.3.1 Minimum collection amounts: Prices for 2,000-6,000 lb
 - 3.3.2 Delivered discounts
- 3.4 Optional Volume Discounts
 - 3.4.1 Trailerload quantities:
 - 3.4.2 Annual thresholds:
- 3.5 Optional: Subcontracting sorting and storage to PRFs

4. Qualifications

- 4.1 Permits
- 4.2 Insurance
- 4.3 Closure Plans
- 4.4 Health and Safety Plans and Procedures
- 4.5 Regulatory Compliance
- 4.6 Qualifications of Subcontractor
- 4.7 Experience
- 4.8 References

GENERAL RFR INFORMATION

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Best Value Selection and Negotiation. The PMT may select the response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs. Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS. If this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced will be found either as a separate .pdf file along with the RFR, or are found in the "Forms and Information" section at: (<http://www.comm-pass.com/comm-pass/forms.html>). Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Northern Ireland Notice and Certification. All bidders must complete the Northern Ireland Notice and

Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors.

Non-M/WBE bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points will be awarded for responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points will be awarded for traditional subcontracting relationships. The least number of points will be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the bidder must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the Internet at www.magnet.state.ma.us/somwba.

A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at www.magnet.state.ma.us/somwba. Bidders are prohibited from using the Affirmative Action Plan Form on Comm-PASS in lieu submitting an Affirmative Action Plan in the format specified herein.

EEO/AA Policy Statement and Affirmative Action Plan - Each bidder must provide an executed copy of their EEO/AA Statement in the organizations letterhead, which outlines its company's commitment to EEO/AA as a company objective equal to the other company objectives. Each bidder must also include a copy of the company's Affirmative Action Plan. This provision should include, but not limited to: employment, upgrading, demotion, transfer, recruitment, advertisement, layoff or termination, and selection for training.

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Brand Name or Equal. Unless otherwise specified in this RFR, any reference to a particular trademark,

trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Alternatives. A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Environmentally Preferable Products and Services. The department and contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products become available at a competitive cost and satisfy the department's performance needs. Unless otherwise specified in the RFR, during evaluation of responses, an EPP may be considered best value even when the price is greater than that of a non-EPP (recommended not to exceed 10% in price). Bidders are encouraged to submit information to identify any and all environmental attributes of the product or services being procured, even when such attributes are not being required.

1.0 Procurement And Contracting

1. PROCUREMENT

1.1 Purpose of Procurement

The purpose of this procurement is to institute a statewide contract for the bulk collection (2,000 lbs or more), reuse and recycling of computer monitors, televisions, other Cathode Ray Tube (CRT) devices and electronic equipment. The Department of Environmental Protection expects to sponsor up to \$300,000 per year in payments through a single-payer contract, emphasizing collections from 8-15 permanent regional facilities across the state. Most of these PRFs are central processing areas of charities such as Salvation Army and Goodwill Industries (see Section 2). The purpose of this contract is to guarantee a market for used electronics prior to the implementation of a solid waste ban on disposal of all residential and commercial Cathode Ray Tubes (CRTs) on April 1, 2000. At least two contracts will be awarded to service the entire state. The Department reserves the right to negotiate with the selected contractors to service smaller regions, but only vendors bidding on the entire state will be considered for regional service.

1.2 Definitions

The term "**the Contractor**," as used in this RFR, refers to the awarded bidder and all subcontractors that may be involved in providing the services described in the RFR.

The term "**state agency**," as used in this RFR, means all agencies of the Commonwealth and their contractors. These include all constitutional offices, the legislature, and the judiciary; cities, towns, municipalities, counties and other political subdivisions of the Commonwealth, including schools, and other service districts; authorities, commissions, institutions of higher education, and quasi-public agencies; not for profit organizations currently contracting with the Commonwealth to provide human, social, and environmental services; and other eligible entities designated in writing by the State Purchasing Agent.

The phrase "**collected at state facilities**," as used in this RFR, refers to materials generated at or collected by any facility owned, leased, or operated by any state agency, including items generated by other private state Contractors or non-profit organizations in the course of performing services for such agencies.

The term "**generating facility**," as used in this RFR, means the facility at which the materials collected by the Contractor originated.

The term "**Permanent Regional Facility**," as used in this RFR, means any facility which has an agreement with the Massachusetts DEP to act as a handler and to accept and store materials collected from state facilities for processing, repair, recycling, or disposal by the Contractor.

The term “**excess revenue**” as used in this RFR, means any offer of positive revenue for material once all collection costs and processing costs have been covered by material revenue.

1.3 Selection Criteria

Selection of Contractors will be based on responsiveness of proposals, including cost per pound. Review of bids will focus on the “best business value” for the agencies and departments of the Commonwealth of Massachusetts and its political subdivisions. All mandatory requirements must be met (these are designated throughout the RFR with “must”). Points will be given to Bidders that meet the criteria in “desirable” items in this RFR.

1.4 Instructions for Submission of Responses:

All Bidders will be required to complete, execute and return the following two documents:

1.4.1. Terms and Conditions: Prior to award, all Bidders **must** complete, execute and return the Commonwealth Terms and Conditions attached to this RFR. The Commonwealth Terms and Conditions must be incorporated by reference into any contract for commodities and services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.

1.4.2. Standard Contract Form: Prior to award, all Bidders **must** also complete, execute and return the Standard Contract Form as the cover sheet to their response. Failure to return a completed and executed Standard Contract Form will disqualify the Bidder’s response. By executing the Standard Contract Form, the Bidder certifies under the pains and penalties of perjury that it has submitted a response to a Request for Response (RFR) issued by the Department, and that the terms of the RFR, the Bidder’s response and any negotiated terms must be deemed accepted by the Department and included as part of the contract upon execution of the Standard Contract Form by the Department’s authorized signature.

1.4.3. Submission Requirements: Bidders should submit 1 original and two (2) copies of their proposal, in writing (faxed submissions are not acceptable), to the following address:

CONTACT PERSON: Massachusetts Department of Environmental Protection
Robin Ingenthron, Strategic Planner
1 Winter Street, 9th Floor
Boston, MA 02108

1.5. Contract Award

The successful Bidders awarded will be contacted by the DEP. Notice to non-awarded Bidders will be posted on the Comm-PASS system. The estimated start date for the contract(s) to be awarded as a result of this RFR is April 25, 1999. At least two Bidders may be awarded by the Department of Environmental Protection (DEP) to provide recycling services to all state agencies. The contract will

establish a fixed price for these services. The DEP reserves the right to award additional contractors at a later date as deemed necessary to provide timely service to state agencies. The Department reserves the right to negotiate with the selected contractors to service smaller regions, but only vendors bidding on the entire state will be considered for regional service.

1.6 Acquisition Method and Eligible Users

1.6.1 Acquisition Method: All services purchased from the contracts resulting from this RFR will be paid for on a monthly basis by the DEP, unless purchased outright by a state agency outside of the DEP grant program. The contractor must submit a monthly invoice showing all collections made, individual category weights, tare weights, time and date of collection, and other specific information pertaining to the collection as requested by the state agency. Payments will be made no later than 45 days, subject to funding appropriations to the state agency.

1.6.2 Eligible Users: All contracts resulting from this RFR may be used by all Departments of the Commonwealth as well as by the Legislative branch, Constitutional Offices, Elected Offices, Public Institutions of Higher Education, the Military division and Independent Public Authorities and all other Political subdivisions of the Commonwealth including cities, towns, municipalities, county governments, school districts, and other service districts and quasi public agencies. In addition, Not For Profit organizations and other entities designated in writing by the DEP may use the resultant contracts. Independent contractors of these Eligible Users may only deliver electronics for recycling FOB the contractors' facilities.

1.7 Expected Duration of Contract

The term of any contract resulting from this RFR will be for twelve (12) months with four (4) renewal options for a period of up to twelve (12) months each. Any such extension will be at the same terms and conditions as the initial contract with the Commonwealth unless mutually agreed upon by both parties.

1.8 Estimated Value of Procurement

The contract(s) resulting from this RFR will not have a maximum obligation amount. DEP expects to purchase between \$200,000 and \$400,000 in services in FY 2000. \$120,000 in services were procured in 1999; a waste ban on disposal of CRTs has been declared beginning April 1, 2000. There is no guarantee of any dollar amount of purchases under this RFR.

1.9 Performance Evaluation and Changes to Contract Scope

Evaluation of Contractor performance will take place on an ongoing basis. User departments will be surveyed as to their satisfaction with the Contractor's performance, and unsatisfactory ratings may lead to termination of the contract. Performance measures will include all sections described under the scope of work, especially service to facility sites and documentation of reuse and recycling methods.

The Commonwealth reserves the right to recommend changes to the contract scope during the contract term. Such changes may include the addition or elimination of products to be recycled, or alterations to the processes used to collect, transport, dismantle, recycle or dispose of materials. Any changes to the contract scope and pricing for services provided will occur only upon mutual agreement of The DEP and the Contractor. The DEP reserves the right to terminate the contract if agreement cannot be reached on the desired changes.

2.0 Scope of Services

The goal of this contract is to provide a guaranteed repair, recycling and disposal market for municipalities, state agencies, and their agents. The purpose is to guarantee a market for electronics recycling once the Department of Environmental Protection institutes a solid waste ban on CRTs on April 1, 2000. The department anticipates paying for most of the recycling bills through the Clean Environment Fund, a ten million dollar recycling fund reserved for municipal recycling grants and contracts. Through the selected contractor, the Massachusetts DEP seeks to guarantee that any CRTs banned from disposal have a dedicated repair or recycling alternative in the state.

Most of the services provided under this contract will be for two ton quantities, at loading docks, at permanent regional collection facilities (University of Massachusetts, Goodwill, Salvation Army, etc.) across the state, approved for collection by the Commonwealth. Massachusetts DEP will provide the selected contractor with a list of approved PRFs, address and contact names. The scope will not require the vendor to collect quantities less than 2,000 pounds or from small municipal offices, drop-off programs, etc., though the contractor may offer to provide those services, either at the expense of those generators or with prior approval by the DEP.

The Contractor must resell, repair, recycle or dispose of the electronics and CRTs collected under this contract according to section 2.2.

2.1 Collection of Computer and Television systems and components from Permanent Regional Facilities

All contractors must collect from Permanent Regional Facilities, and must accept deliveries FOB their facility from state agency contractors (Third Party handlers) approved by DEP. Attachment D shows the permanent regional facilities collected from during 1999, the tonnages collected, and the number of collections. 78 collections were held in 1999, averaging over 5 tons per collection. Occasionally, the contractors may be asked to pick up a load of material at another site if the municipality or agency has accumulated at least 2 tons of material; however, most of those generators will be responsible for delivery to the Contractor's facility.

The selected contractors must maintain collection routes and stay in regular contact with Permanent

Regional Facility operators. Details on setting up and maintaining these collection routes are provided below.

- **2.1.1 Set-up:** distribution of pallets and gaylords, shrink-wrap, on-site training. The PRFs described in Attachment D are already set up for collections, and the awarded contractor must simply replace containers, pallets and shrink wrap as necessary during normal collections. As new PRFs are added, the awarded Contractor must provide or replace to them, upon request, original pallets, gaylords or shrink-wrap for storage and transportation of CRTs and all other items awarded under contract to the Contractor. Currently, 9 Permanent Regional Facilities are collecting CRTs in quantities of at least 2,000 lbs. per month either shrink-wrapped on pallets, or in gaylord containers on pallets. The Contractor will agree with the PRF on storage of electronics, either indoors accessible by loading dock, or in trailers, as arranged with the Contractor.

During the set-up of a PRF, the Contractor must initiate correspondence with the PRF by letter and by phone and distribute instructions on acceptable materials, scheduling procedures, minimum pick-ups, etc. Contractor(s) must provide all Permanent Regional Facilities with appropriate labels which identify the contents of each container and state that they are "to be resold, repaired, salvaged or recycled." The Contractor must set up facilities within 30 days of request by the state agency. The Contractor must provide written guidance materials to all users explaining the procedures for using the contract at the time of the first order or at any other time upon request of a state facility or The DEP. Written guidance must be submitted to The DEP for approval within 21 days of the contract award date.

Optional: It is desirable that vendors offer on-site training to assist PRF users of the contract. An additional point will be awarded for free on-site training. To receive this bonus point, Bidders **must** include with their response a description of such on-site training services, and their proposed cost.

2.1.2 Collection and trucking operations and capacity: Bidders **must** identify the necessary trucking and collection capacity needed to service the Regional Centers on a timely basis. Contractors must provide a dispatcher, truck and driver.

Optional: It is desirable that vendors identify thoughtful and efficient collection mechanisms. For example, if the Bidder provides roadworthy trailers for exchange, at rental fees of less than \$100 per month, Points may be awarded.

2.1.3 Delivery: Unloading arrangements for materials delivered FOB to the Contractor. The Contractor must allow deliveries of at least 500 lbs. directly to the Contractor's facility, given ample scheduling time to be determined by the Contractor but not to exceed 10 business days from request by the state agency.

Optional: It is desirable that vendors offer their own sites as permanent regional facilities, to accept electronics directly from residents, on some regular basis. Points will be awarded for each site offering collections during at least one day per month.

2.2 **Repair, Salvage, Processing, Marketing and Recycling** of Computer and Television systems and components:

In Attachment B, for each of the steps listed below, the Bidder must provide a complete description of their proposed recycling process for TVs, computers and other (optional) electronics they propose to collect. Recycling means that materials such as plastic, ferrous and non-ferrous metal, glass and other raw materials are separated and delivered to processors for marketing as raw materials for new value-added products. These descriptions should demonstrate the Bidder's capacity to service the contract by describing the recycling processes used, the staffing and number of shifts available, and the markets the Bidder has identified for each end product (e.g. resale, repair, parts salvage, scrap recycling, export).

Bidders must provide documentation that they have the technical and financial wherewithal to recycle up to 3,000 Tons Per Year (TPY) of Cathode Ray Tubes (CRTs) and other electronic devices, in an environmentally sound way, either on their own or through their subcontractors, across the state. Bidders may also provide an additional, optional, alternative proposal to collect only from a region of the state. After awarding at least one statewide contract, DEP may consider regional bids, splitting up the second contract capacity geographically, at the sole discretion of the DEP, if the price for a smaller geographic contract is deemed more attractive to the DEP.

2.2.1 Screen for Resale and Repair: The electronics collected through the DEP grant program are intact, assembled consumer commodities such as televisions and personal computers. Before the Contractor may recycle these items for scrap, the Contractor must examine each item to determine the feasibility of resale or economic repair (domestic or foreign), and may sell these items to these markets for a positive fee. To discourage disposal of unrepairable CRTs through resale markets, not more than 75% of all CRTs collected may be resold for repair and reuse overseas, and all sales must be for positive revenue FOB the Contractor's facility. With approval by DEP, this step may be subcontracted by the Contractor to the operators of the Permanent Regional Facilities.

2.2.2 Salvage of working parts: Following the screening for resale and repair, the Contractor **must** disassemble the remaining items in order to recover parts suitable for use in repairing older model electronics, if feasible, or subcontract this salvage operation. For example, the Contractor must identify potentially repairable and resellable television "mother boards", working CRTs, cabinets, speakers, etc. during disassembly and market these to repair and resale markets.

Optional: It is desirable that vendors identify firm marketing plans for individual component reuse. Points will be awarded to proposals which identify reuse plans for more than 5 individual components of televisions or computers, such as hard drives, tuners, etc.

2.2.3 Recycling Operations: For components not repaired or salvaged, the Bidder must identify the recycling processes to account for the management of the following items, and specify the labor and equipment used in the process and the saleable end-product. **Recycling and** disposal must occur in accordance with all applicable federal, state and local laws and regulations. Processing of television and computer equipment must be conducted such that all circuit boards, aluminum, leaded

glass, other lead-bearing portions of the cathode ray tube, and other recyclable or reusable elements are recovered and recycled. For irreparable CRTs, the desired recycling option for leaded glass is that it be re-used to manufacture new glass, and preference will be given to Bidders that offer this option.

Optional: It is desirable that vendors identify firm marketing plans for plastic housings and fiberglass residue. Points will be awarded for plans which recycle plastic housings, and up to Points will be awarded for recycling other non-hazardous by-products. Attachment B must identify recycling processes and markets for each of the following materials:

- 2.2.3.1 Cathode Ray Tubes
- 2.2.3.2 Salvageable computer, TV and other reusable electronic parts
- 2.2.3.3 Printed circuit boards
- 2.2.3.4 Wiring, metals, wood, other non-hazardous byproducts
- 2.2.3.5 Hazardous materials (PCB capacitors, batteries, etc.) if any
- 2.2.3.6. Optional: Plastics
- 2.2.3.7 Optional: It is desirable that the Bidder also identify a recycling process for other components such as byproducts, such as fiberboard.
- 2.2.3.8 Residue management

In addition to computers and television equipment, it is desirable that Bidders propose a variety of other materials to be recycled or disposed. Preference will be given to the Bidders that offer the widest range of appropriate optional services in addition to CRTs. The Commonwealth reserves the right to select none or any number of optional items proposed. Within the 2000 lb. Minimum pick-up, the contractor is only responsible for separate record keeping and payment of quantities greater than 300 pounds for demanufactured components (e.g. printed circuit boards).

2.2.4 Waste Analysis, Quality Assurance/Quality Control: The Contractor must test all (non-recycled) waste materials leaving its facility to ensure that all hazardous substances are disposed of in accordance with all applicable federal, state, and local regulations.

2.2.5 Compliance with Applicable Laws and Regulations: All services provided under this contract must be carried out in compliance with all federal, state, and local laws and regulations. Regulations to be complied with include but are not limited to those dealing with environmental protection, occupational health and safety, and transportation. It is the responsibility of the Bidder to determine what laws and regulations are applicable, and to comply fully with those laws and regulations. Nothing in this RFR is to be interpreted as allowing, promoting, or requiring actions that would cause a violation of any applicable law or regulation.

2.3 Administration, Reporting and Billing System

Because the contractor awarded by the Department will represent the Commonwealth of Massachusetts Municipal Recycling Program, significant attention will be given to the respondents' abilities to administer

the project in a timely and professional manner.

2.3.1 Regular scheduled contact (phone calls, letters, faxes, etc.) with hosts of permanent regional facilities, municipal grantees, and their service providers.

Contractors must keep routine dialogue with the grantees (i.e. DEP approved hosts of state permanent regional facilities), to provide feedback and documentation of electronics recycling. It is imperative that the contractor be available to answer questions or discuss collection schedules with DEP and Contractor Clients. In response to this RFR, the operator must provide a toll-free telephone number and email address which must be distributed to all municipal grantees and permanent regional facility hosts and other service providers. Contractors' dedicated telephone number for collections must take calls between the hours of 9am and 5pm, Mondays through Fridays, with an answering system to take messages outside of those hours if or when no staff is available to take the call.

2.3.2 Timely Response to called in and scheduled collections: Contractors **must** administer and report on the contract and provide services in a timely manner. At a minimum, the Bidders must show the capacity to maintain timely and accurate billing statements, reports on the destination markets of materials collected, and to show the ability to dispatch calls from permanent regional collection centers and municipalities. Following a call for a scheduled pick-up, the Contractor must schedule a collection within 2 days and make that collection within 10 days. Contractors must pay PRF operators a storage fee of \$10/ton/day if no collection is made after 10 days.

2.3.3 Recordkeeping, reporting, billing and tare weights; Contractors must keep a detailed record of collections prior to billing, and must submit total sale dollars by customer account number (Commonwealth department and city/town) and report monthly. Each report must contain at a minimum the following information: Contract number, site services, contact name, phone number, address, amount and type of product collected, total dollar value of activity for each user, total sales for reporting period, and any other information mutually agreed upon by the Contractor and the DEP. If requested by the DEP or a state facility, the Contractor must attach to the report all relevant verifying documentation, including invoices.

2.3.4 Documentation of Recycling and Disposal: If electronics are transported for disposal or out-of-state processing of waste material, the Contractor must provide a bill of lading, or any waste manifest required by the state in which any receiving facility (see definition) is located. Subsequent copies of the bill of lading or manifest, signed by transporters and/or receiving facilities, must be provided as required by applicable laws and regulations.

If the Contractor transports any materials processed under this RFR on a hazardous waste manifest, the Contractor must maintain 24-hour phone service at all times that such materials are in transit. This service must be operated by individuals with knowledge of the types and amounts of materials being transported. Bidders **must** describe the days and hours that phone service will be

available, and **must** include a toll-free phone number to be used for such service.

2.3.5 Coordination with 3rd Party Private Contractors

Municipalities and PRFs may elect to deliver their own electronics to the Contractor via an independent trucking or recycling company (3rd Party). All services and prices covered by this RFR must be provided upon request to 3rd party contractors for delivery of covered materials generated or collected at state agencies.

3. Pricing

For each material to be repaired, salvaged or recycled, Bidders **must** fill out Attachment A and list the unit price to be charged. To receive points for optional items, Bidders **must** also note the cost of recycling or disposing of each optional item in Attachment A, along with any special collection requirements. Minimum orders as specified in this RFR also include optional items. The unit price **must** be per-pound. Prices for both required and optional items **must** be inclusive of all costs including collection and transportation of materials from state agencies, provision of all required documentation and labels. In order to simplify record keeping and reduce billing disputes, the Department reserves the right not to evaluate bids which include a speculative "excess revenue sharing" component in the fee for electronics which may or may not be resold by a contractor. Any revenue sharing arrangements will be treated as a subcontracting relationship between the Contractor and the PRF.

3.1 Unit costs

The Bidder must submit prices for recovery and recycling services, using Attachment A. The unit price must be per pound of material. Prices for both required and optional items must be inclusive of all costs including collection and transportation of materials from state agencies, provision of all required documentation and labels, and replacement of shipping containers to state agencies upon request. A standard tare weight of 60 lbs. must be subtracted from shipments for each pallets and gaylord container collected, or 40 lbs. for each pallet.

3.2 Recyclable categories

3.2.1 Unsorted computer and television equipment: Because there is no guarantee that loads of electronics will be pre-sorted, the Bidder must first provide a price for recycling of commingled loads of unsorted Computer Monitors, CPUs, and television equipment. Under this bid component, the Contractor must process any combination or quantity of television and computer equipment prepared according to specifications (in gaylord containers or shrink-wrapped pallets).

3.2.2 Sorted monitors, CPU's, televisions and miscellaneous electronics.

For large volume collections (over 6,000 lbs.), Bidders must submit separate prices for sorted container loads or pallets of sorted material. At a minimum, Bidders should submit four separate prices for categories of pre-sorted equipment: Monitors, CPUs, Televisions, Misc. Electronics (keyboards, printers, cords, scanners, etc.).

3.2.3 Optional: Acceptable contaminants.

While DEP does not encourage collection of miscellaneous consumer equipment such as VCRs, portable telephones, fax machines, printers, etc., DEP also recognizes that some of this equipment may be acceptable to the Bidder for recycling. The Bidder may identify acceptable (and unacceptable) equipment which may be placed in unsorted loads at municipal collection points, which the Bidder offers to recycle within the commingled price, provided that a plan for this equipment is identified in Attachment B. Bidders should only propose acceptable additional materials if they can be handled for a cost less than or equal to the cost of computer and television equipment.

3.3 Volume Discounts and Container Fees:

3.3.1 Prices for 2,000-6,000 lb. Minimum collection amounts and 6,000+ lbs.: As an incentive to reduce the frequency of trips to Permanent Regional Facilities, Bidders **must** offer price discounts for large quantity collections. In order to simplify bid comparisons, two volume thresholds will be considered. First, Bidders must submit a price for less than 6,000 pounds of any combination of sorted or unsorted electronics (minimum collection of 2000 pounds, or a flat fee equivalent to that amount for smaller pick-ups). Second, Bidders must submit a price per pound for over 6,000 pounds.

3.3.2 Delivered discounts: Because some state agencies or their 3rd party contractors will be capable of delivering loads directly to the Contractor's facility, Bidders must submit a separate fee for loads delivered FOB to their facility. Such deliveries must be scheduled in advance with the Contractor, and equipment must be arranged in a manner acceptable to the Contractor for unloading. Bidders may submit more than one facility to accept deliveries at this price. Such a discount for agencies or 3rd party transporters will be considered as an enhancement to trucking and hauling capacity.

3.3.3. Container and other set-up fees: The contractors will be allowed to add additional charges for supply of pallets, shrink-wrap, gaylords, trailers and other containers AT COST, if approved in advance by the state agency.

3.4 Optional Volume Discounts:

3.4.1 Trailerload quantities: It is desirable that bidders submit a price per pound for trailerload quantities and state the tonnage or number of pallets necessary to earn this discount. Bidders may also submit a trailer rental fee.

3.4.2 Annual thresholds: It is desirable that Bidders submit mass-quantity discounts to

encourage the Department to undertake larger grant awards on an annual basis. For example, a discount on tonnage delivered after a 200 ton /FY threshold will encourage the state to award grant access to more municipalities, and may also reduce the state's interest in awarding multiple Contractor contracts. These discounts will only apply to unsorted computer monitors, CPUs, and television equipment unless otherwise negotiated after contract is awarded.

3.5 Optional: Subcontracted sorting and storage to PRFs

Because the separation of individual types of equipment under the volume discount can create a floor space burden for PRFs (Goodwill Industries, Salvation Army, etc.), the Commonwealth may approve contractors to charge the state the flat unsorted rate (3.2.1) for sorted materials, if and only if the Contractors show that they have paid the PRF the difference as a subcontract or sorting fee. For example, contractors may pay PRFs to sort keyboards, mouse, printers etc. by brand, interface, etc.

4. Mandatory: Qualifications

4.1 Permits

Bidders **must** provide documentation that they possess any federal, state and local permits needed to provide the level of processing services offered in response to this RFR. Documentation **must** include the dates and activities for which permits are valid, permit numbers, and the names of specific individuals at each regulatory agency (other than the Massachusetts Department of Environmental Protection) that may be contacted to discuss the permits. A full copy of each permit is NOT required and should not be submitted.

4.2 Insurance

Contractors and all subcontractors **must** maintain during the life of the contract the insurance coverages listed below. As part of the response to this RFR, Bidders **must** provide certificates of insurance of all insurance policies currently in place and provide written agreements by the Bidder and all proposed subcontractors that any required policies not currently in place will be purchased within 21 days of the contract award date. Prior to beginning work under this contract, the Contractor **must** provide the DEP certificates of insurance of each of the insurance policies required under this RFR.

4.2.1. Worker's Compensation Insurance

The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract workers' compensation insurance for officers, agents and employees under or in connection with this contract with policy limits (with respect to all coverages) of not less than the statutory minimum including without limitation coverage for: the payment of compensation and the furnishing of all benefits referred to in G.L. Chapter 152, as amended, disability benefits and other similar benefits which are

applicable to the work which is the subject matter of the contract, employers liability coverage with a limit of at least one million dollars (\$1,000,000) per occurrence and one million (\$1,000,000) aggregate, voluntary coverage providing compensation for private entities performing work at the site who are exempt from the legal obligation to procure and maintain workers compensation coverage on account of the number of employees or occupation, and Occupational Disease benefits.

4.2.2. Comprehensive General Liability Insurance

The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverages) and contractual liability. This insurance must not contain a care, custody and control exclusion, nor a pollution or hazardous waste release exclusion. This insurance must be written with respect to all coverages, for not less than the following policy limits: \$1,000,000 each occurrence; \$1,000,000 aggregate.

4.2.3. Pollution and Hazardous Waste Liability

The Contractor and all subcontractors, at their own expense, must maintain during the life of this contract pollution and hazardous waste liability insurance coverage, written on a claims made basis. The policy date or Retroactive Date must predate this contract and the termination date of the policy or applicable extended reporting period must be no earlier than one month after the end of the contract. This insurance must be written with respect to all coverages, for not less than the following policy limits: \$1,000,000 each occurrence; \$1,000,000 aggregate.

4.2.4. Comprehensive Business Motor Vehicle Liability Insurance

The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicle. Such coverage must be in accordance with applicable law, including, but not limited to, the automobile insurance and hazardous waste transport liability laws and regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance must be written with respect to all coverages, for not less than the following policy limits: \$1,000,000 each occurrence; \$1,000,000 aggregate.

The general liability, pollution, and motor vehicle insurance required by this RFR may be arranged under single policies for the full limits as set forth above or by a combination of underlying insurance with the balance of the limit amount provided by excess or umbrella insurance policies. All excess or umbrella insurance policies must follow form, without exclusions or reductions in coverage over the primary liability insurance policy. All policy limits for insurance coverage required by this RFR must be exclusive of litigation costs and attorney's fees.

4.3 Closure Plans

Bidders **must** provide documentation, for each receiving facility, including out of state facilities, that it has in place a closure/post-closure plan meeting all applicable federal requirements as well as any other applicable state or local requirements. Documentation **must** show that all required financial assurance measures are in place to implement and complete the closure plan. All Massachusetts facilities must meet the requirements of 310 CMR 19.030(3)(c)(3) and 310 CMR 19.051.

4.4 Health and Safety Plans and Procedures

Bidders **must** provide documentation that plans, policies and practices are in place at each receiving facility (see definition) to ensure occupational health and safety in compliance with federal, state and local laws and regulations.

4.5 Regulatory Compliance

Bidders **must** provide documentation of their regulatory history and that of all subcontractors, identifying any incidences of noncompliance with state, federal, or local environmental, health or safety laws and regulations that have taken place in Massachusetts or any other state in the past 5 years. Copies of any administrative orders, official notices of responsibility, notices of noncompliance or violation, notices of liability, penalty assessments, and civil or judicial actions, issued by any local, state or federal agency received by the Bidder in the past 5 years **must** be attached. It is **desirable** that Bidders demonstrate a history of compliance with all federal, state and local regulations.

4.6 Qualifications of Subcontractors

For irrepairable CRTs and electronics handled as waste, Bidders **must** list all subcontractors that will be used to provide services under this contract, and must describe in detail their anticipated role in the collection, recycling and/or disposal process. A contact name, address, phone number, and EPA identification number if one exists, **must** be provided for each listed subcontractor. Contractors must provide documentation of permits, plans, insurance, and regulatory history, **must** also be provided for all listed subcontractors upon request by the Department.

4.7 Experience

Bidders **must** have at least two years of documented experience recycling, repairing, exporting or reselling used computers, televisions, or appliances, and **must** be capable of providing the services requested in this RFR. Descriptions and documentation of specific projects, along with resumes of management and key personnel, **must** be provided to demonstrate this experience and ability. It is desirable that Bidders have demonstrated significant experience in providing the types of services requested in this RFR, and have demonstrated the ability to perform the desired services in an effective and environmentally sound manner.

4.8 References

Bidders **must** provide three commercial business reference contacts for whom the bidder has performed the types of services listed in this RFR, using the attached reference form. No more than one reference may be from a Massachusetts state agency. It is desirable that references demonstrate effective service similar to those being required in this RFR.

4.9 OSD submission guidelines

All submissions should meet the following requirements:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). All bids should note the level of recycled content contained in the paper being used.
- Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.

Where appropriate, Bidders may wish to note which products in their bids are made with recycled materials.

Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

ATTACHMENT A

**BIDDERS RESPONSE SHEET
MANDATORY AND OPTIONAL COST PROPOSAL FOR RFR
ELECTRONICS AND CATHODE RAY TUBE REPAIR AND RECYCLING**

All Bidders must fill out this "Mandatory Cost Proposal" and submit it with their response but in a separate sealed envelope. For those Bidders offering optional collection and recycling services, please fill out the optional pricing columns. Points will be awarded for each optional service offered that is accepted by the Commonwealth as appropriate for this contract.

Pricing for mandatory and optional items is inclusive of all required services, including repair and recycling of all required materials, incineration of all appropriate hazardous materials, and provision of all appropriate documentation. ATTACH ADDITIONAL PAGES IF NECESSARY.

Company name: _____

MANDATORY COST PROPOSAL				
	CATEGORY	COST		
		2,000 to 6000 lbs.	More than 6000 lbs. (sorted & unsorted)	Delivered to Contractor Facility(s) by state agency
3.2.1	Unsorted Computer Monitors, CPUs, and television equipment	\$		
	MIN. 300 lbs:			
3.2.2	Sorted Computer CPUs			
	Sorted Color Monitors:			
	Sorted Monitors: Monoch.			
	Sorted Televisions			
	Misc. electronics (cords, keyboards, printers, etc.)			
	Optional categories:			
3.2.3	Trailer rental fee / week:			
	Printed circuit boards (A-D)			
	Bare CRTs			
	Plastic Housings			
	Hard/floppy drives:			
	Power supplies, fans			
	OTHER:			

OPTIONAL COST PROPOSAL	
COST	
Annual Threshold Discount (per minimum 2,000 lb. Pick-up, sorted and unsorted)	
After 200 TPY (each lb. Thereafter)	After 500 TPY (each lb. Thereafter)
\$	\$

Sorted prices will only apply to pallets of 200 lbs or more on total loads (sorted and unsorted) greater than 6,000 lbs. Volume discounts will not apply to discounts for sorted loads.

Attachment B

Scope of Work Guide For Evaluation

Company Name: _____

FOR EACH OF THE FOLLOWING STEPS, PROVIDE A DESCRIPTION OF STAFFING, CREDENTIALS, AND WHAT MATERIALS YOU WILL MARKET. ATTACH ADDITIONAL PAGES IF NECESSARY. BRIEFLY DESCRIBE WHAT YOU WILL DO IN EACH STEP, WHAT STAFFING AND TOOLS YOU PROPOSE TO USE, AND WHAT THE PRODUCTS AND BYPRODUCTS OF EACH ACTIVITY WILL BE. ATTACH ADDITIONAL SHEETS, OR A TEXT, IF NECESSARY.

2.2 Repair, Salvage, Processing, Marketing and Recycling of Computer and Television systems and components.

2.2.1 Screen for Resale and Repair

2.2.2 Salvage of working parts

2.2.3 Recycling Operations

2.2.3.1 Cathode Ray Tubes

2.2.3.2 Salvageable computer, TV, reusable electronic parts

2.2.3.3 Printed circuit boards

2.2.3.4 Wiring, metals, wood, other non-hazardous byproducts

2.2.3.5 Hazardous materials (capacitors, batteries etc.) if any

2.2.3.6. Optional: Plastics

2.2.3.7 Optional: Other byproducts, such as fiberboard.

2.2.3.8 Residue management

2.2.4 Waste Analysis, Quality Assurance/Quality Control

2.2.5 Compliance with Applicable Laws and Regulations

2.3 Administration, Reporting and Billing System

DEMONSTRATE EXPERIENCE AND CAPABILITY TO PERFORM THE FOLLOWING TASKS:

2.3.1 Regular scheduled contact with regional hosts and municipal grantees

2.3.2 Timely response to called in and scheduled collections

2.3.3 Recordkeeping, reporting, billing and tare weights

2.3.4 Documentation of recycling and disposal

2.3.5 Coordination with 3rd Party Private contractors

3.0 PRICING EVALUATION

IN THE EVENT OF A POSITIVE BID (REIMBURSEMENT TO THE COMMONWEALTH), A MAXIMUM OF 5 POINTS MAY BE AWARDED. E.G. 10 – (.05/LB PAYMENT) = 15 POINTS.

3.2.1.	UNSORTED: 2000-6000 LBS	15 MINUS BID (CENTS / LB) (20 MAX)
	UNSORTED: 6000 PLUS	10 MINUS BID (15 MAX)
	UNSORTED: DELIVERED FOB	10 MINUS BID (10 MAX)
3.2.2	SORTED COMPUTER CPUS	10 MINUS BID (20 MAX)
	SORTED MONITORS	10 MINUS BID (20 MAX)
	SORTED MONOCHROME MONITORS	5 MINUS BID (5 MAX)
	SORTED TELEVISIONS	15 MINUS BID (20 MAX)
	MISC	15 MINUS BID (20 MAX)

Bonus Points:

- 2.1.1 Free site training
- 2.1.2 Trailer
- 2.1.3 Massachusetts receiving facility (each)
- 2.2.3.6 plastic recycling
- 2.2.3.7 other recycling

ATTACHMENT C

BUSINESS REFERENCE FORM

Bidder: _____

RFR Name/Title: _____

RFR Number: # _____

The Bidder must provide three (3) business references.

1. Reference Name/Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

2. Reference Name/Contact: _____

Address: _____ Phone # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

3. Reference Name/Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's Response. References from the Procuring Department must not be accepted for references. The Department may deem the Bidder's Response non-responsive if a reference is not obtainable from a listed reference after reasonable attempts.

Attachment D

CRT Market Services Grant 1999 Report on Electronics Recycling Contract

The figures below represent tonnage paid for by DEP following delivery to the state contractor, Global Recycling Technologies (Stoughton, MA). In addition to these figures, individual Permanent Regional Collection facilities have documented diversion through thrift stores or salvage vendors of 20%-70%. Total diversion through the MSG program is therefore much higher.

Perm. Regional Facility # of Pickups, source of material	January – December 1999	FY99 (1 st 6 mo.)	FY00 (2 nd 6 mo.)	
	Payments FY99	TONS	Payments FY2000 - To Date	TONS
Boston Goodwill	\$2,346	7.82	\$3,047	6.74
5 charity attended 7-day drop-off				
Chicopee Landfill	\$16,576	55.25	\$13,342	24.44
22 curbside /white-good collection; trailer rental				
Global Recycling – Local p/u	\$3,958	13.19	\$8,098	16.18
6 town 1-day and permanent drop-offs				
Lowell Goodwill	\$0	0.00	\$693	2.31
1 charity attended 7-day drop-off				
Pittsfield Goodwill	\$2,216	7.39	\$7,411	17.32
4 charity attended drop-off, "drive"				
Saugus Salvation Army	\$11,458	38.19	\$8,158	22.27
14 charity curbside, attended drop-off				
Springfield Goodwill	\$10,481	34.94	\$6,104	14.65
6 charity attended drop-off				
Springfield Salvation Army	\$1,188	3.96	\$585	1.95
3 charity curbside, attended drop-off				
UMass Amherst	\$12,514	41.71	\$27,832	84.85
15 Town deliveries in bulk; two 1-day				
Approved 3rd Party	\$0		\$1,337	4.46
2 (haulers, recyclers deliver to vendor)				
Total:	Cost \$ 60,737	Tons 202.46	Cost \$ 58,549	195.16

1999 = 398 tons total, 78 pickups, 5.1 tons per collection

**STATEMENT OF INTENT
TO SUB-CONTRACT TO MBE/WBE FIRMS**

_____ hereby proposes to sub-contract with MBE/WBE vendor(s) as described below. The vendor(s) indicated are currently certified with State Office of Minority and Women Business Assistance (SOMWBA) or application for such certification has been made and evidence of such application is attached to this form.

List each vendor (specify "MBE or WBE") in the appropriate column. (A signed Subcontractor Identification form should also be provided for each firm). Under "Services Rendered", provide a brief description of the type of service the firm will provide. The start date is the start date of the contract, in this case, _____. The value of the Subcontract should be expressed as the approximate percentage of total dollars paid that will go the specific subcontractor.

<u>MBE or WBE</u>	<u>Vendor</u>	<u>Start Date</u>	<u>Services Rendered</u>	<u>Value of Subcontract</u>
-------------------	---------------	-------------------	--------------------------	-----------------------------

I understand this statement will become part of contractual obligations. The above information regarding MBE/WBE subcontracting shall change only through consultation with the DEP Officer and the DEP contract Compliance Manager.

(Date)

(Authorized Signature for Prime Contractor)

ATTACHMENT
EEO/AA POLICY STATEMENT

(Name of Organization) has a statutory mandate under law to guarantee equal treatment for all that seek access to its services or opportunities for employment and advancement. No discrimination will be tolerated on the basis of race, creed, political affiliation, color, sex, national origin, age, or handicap. The ultimate goal is for personnel of this organization to reflect the proportions of Minority, female, and handicapped persons in the populations they serve.

(Name of Organization) will meet its legal, moral, social, and economic responsibilities for Equal Employment Opportunity/Affirmative Action as authorized and required by all pertinent state and federal legislation, executive orders and rules and regulations, including the following:

1. Title VII of the Civil Rights Act of 1964 (42 USC s2000e et seq.), which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; and
2. The Age Discrimination in Employment Act of 1967 (29 USC s621 et seq.), which prohibits discrimination in employment on the basis of age with regard to those individuals who are at least 40 years of age, but less than 65 years of age; and
3. Section 504 of the Rehabilitation Act of 1973 (29 USC s794), and the regulations promulgated pursuant thereto (45 CFR Part 84), which prohibit discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified handicapped applications and employees; and
4. M.G.L. c. 151 s4 (1), as amended by Chapter 533, 1983, which prohibits discrimination in employment on the basis of race, color, sex, religious creed, national origin, ancestry, age or handicap,

In addition, the Provider agrees to be familiar with and abide by:

- * Massachusetts Executive Order 143
- * Massachusetts Executive Order 227
- * Massachusetts Executive Order 237
- * Equal Pay Act of 1963
- * Massachusetts Executive Order 74 amended by Executive Order 116
- * Massachusetts Architectural Barriers Board Act
- * Federal Executive Orders 11246 and 11375 as amended.

All employees, unions, subcontractors and vendors must make genuine and consistent efforts:

1. To ensure equal employment opportunities for present and future employees, and
2. To implement affirmative action, as legally required, to remedy the effects of past employment discrimination and social inequalities.

The responsibility for implementing and monitoring this policy has been delegated to:

Name and Title of Employee

Furthermore, _____ (Name of Organization) prohibits that any employee, or applicant, be subjected to coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under this program. No portion of this Equal Employment Opportunity/Affirmative Action Policy shall be construed as conflicting with any existing or future judicial or legislative mandate where a constriction consistent with that mandate is reasonable.

Signature of Chief Executive

Title of Chief Executive

Date

ATTACHMENT M

Commonwealth of Massachusetts		
Vendor Information Form		
Awarding Authority:		
Contract Name:		Contract Project Number:
Company Name		
Street Address 1		
Street Address 2		
City:	State:	Zip Code:
Telephone Number: () _____ - _____	Fax Number: () _____ - _____	E-mail Address:
WWW Address:	Dunn & Brad Street Number:	Federal Employer Identification Number
County:	Contact Person:	
What geographic area does your firm service?		
<input type="checkbox"/> Metropolitan Boston	<input type="checkbox"/> Massachusetts (Entire State)	<input type="checkbox"/> Vermont
<input type="checkbox"/> Southeastern Mass	<input type="checkbox"/> Rhode Island	<input type="checkbox"/> New Jersey
<input type="checkbox"/> Western Mass	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> New York
<input type="checkbox"/> North of Boston	<input type="checkbox"/> Connecticut	<input type="checkbox"/> Connecticut
Primary SIC Code		Secondary SIC Code
Date company was founded		
Gross Annual Sales		
<input type="checkbox"/> \$0 - \$49,999	<input type="checkbox"/> \$500,000 - \$999,999	<input type="checkbox"/> \$5,000,000 - \$10,000,000
<input type="checkbox"/> \$50,000 - \$99,999	<input type="checkbox"/> \$1,000,000 - \$2,499,999	<input type="checkbox"/> Over \$10,000,000
<input type="checkbox"/> \$100,000 - \$499,999	<input type="checkbox"/> \$2,500,000 - \$4,999,999	
Number of Employees		
<input type="checkbox"/> 1- 10 employees	<input type="checkbox"/> 20 - 30 employees	<input type="checkbox"/> OVER 50 employees
<input type="checkbox"/> 10 - 20 employees	<input type="checkbox"/> 30 - 50 employees	
Bonding Capacity		
<input type="checkbox"/> \$0 - \$49,999	<input type="checkbox"/> \$500,000 - \$999,999	<input type="checkbox"/> \$5,000,000 - \$10,000,000
<input type="checkbox"/> \$50,000 - \$99,999	<input type="checkbox"/> \$1,000,000 - \$2,499,999	<input type="checkbox"/> Over \$10,000,000
<input type="checkbox"/> \$100,000 - \$499,999	<input type="checkbox"/> \$2,500,000 - \$4,999,999	
Business Structure		
<input type="checkbox"/> Profit	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> C Corporation	<input type="checkbox"/> Joint Ventures

<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> LLC	
Are you a minority-owned firm?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are you a women-owned firm?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are you certified by the State Office of Minority and Women Business Assistance (SOMWBA)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If you are SOMWBA certified are you certified as an? <input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DBE	
Are you certified by Division of Capital Assets Management and Maintenance formerly know as DCPO?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are you pre-qualified with the Massachusetts Highway Department?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Commonwealth of Massachusetts Vendor Information Form - Page 2	
Largest State Contract:	
<input type="checkbox"/> \$0 - \$49,999	<input type="checkbox"/> \$500,000 - \$999,999
<input type="checkbox"/> \$50,000 - \$99,999	<input type="checkbox"/> \$1,000,000 - \$2,499,999
<input type="checkbox"/> \$100,000 - \$499,999	<input type="checkbox"/> \$2,500,000 - \$4,999,999
<input type="checkbox"/> \$5,000,000 - \$10,000,000	
<input type="checkbox"/> Over \$10,000,000	
Contracting Agency for Largest State Contract:	
Company Comments: (Include a brief description of the goods and/or services your company provides.)	
Name of President or CEO	Date:
Telephone Number:	
Name of Individual Completing the Form	Date:
Telephone Number:	

ATTACHMENT N

TEN AFFIRMATIVE STEPS

It is the policy of the Commonwealth, as required by Executive Order 390, to provide minority and women business enterprises (M/WBES) with the maximum opportunity to participate in all areas of state contracting.

Consistent with the purpose of Executive Order 390, all bidders are strongly encouraged to take the following Ten Affirmative Steps:

1. The bidder should attend any pre-solicitation or pre-bid meeting which is scheduled for M/WBES about contracting and subcontracting opportunities;
2. The bidder should identify and select specific economically feasible project units which M/WBES could perform;
3. The bidder should advertise in general circulation, trade association, trade oriented, minority- or women-focused publications, if any, concerning subcontracting;
4. The bidder should provide written notice to a reasonable number of specific M/WBES drawn from the SOMWBA directory or other listing for selected disciplines in sufficient time to allow the enterprises to participate;
5. The bidder should follow up on initial solicitations to determine whether the enterprises are interested;
6. The bidder should provide interested M/WBE's with adequate information about the plans, specifications, and requirements for the selected subcontracting;
7. The bidder should negotiate in good faith with firms, and not reject any M/WBE without justifiable reasons;
8. Where applicable, the bidder should advise and make efforts to help interested M/WBES obtain bonding, lines of credit or meet insurance or contractor requirements;
9. The bidder's efforts to obtain M/WBE participation should be reasonably expected to produce a level of participation consistent with the purpose of Executive Order 390;
10. The bidder will use the services of minority community organizations; minority contractor groups; local, state and federal minority business assistance offices, and other organizations that advocate for M/WBES in order to help recruit and place M/WBES.