Commonwealth of Pennsylvania
Invitation to Qualify For Electronic Waste Removal and Recycling Services

PART I – STATEMENT OF WORK

1. **Purpose:** The purpose of this Electronic Waste (E-waste) Removal and Recycling Services Invitation to Qualify (ITQ) is to qualify responsible and responsive suppliers to remove and recycle E-waste from Commonwealth of Pennsylvania (COPA) facilities as requested by all using agencies.

   This ITQ will result in a contract that is the first step of a two-step procurement process. Only those suppliers that respond to this ITQ and that the Department determines to be qualified (Qualified Suppliers) will be eligible to participate in the second step.

   The second step involves the issuance of Requests for Quotes (RFQ) to the Qualified Suppliers. Through this two-step process, Commonwealth agencies and/or individual facilities will offer Qualified Suppliers the opportunity to submit quotes on an as-needed basis to provide E-Waste removal and recycling services. After reviewing lots, Qualified Suppliers may submit the RFQ as a Revenue Producing Quote, No Cost Quote, or Cost Quote based on the value of the E-waste being requested for removal and recycling. The Qualified Suppliers selected through the RFQ process (Selected Suppliers) will perform these services in accordance with the terms of this ITQ contract and the respective RFQ.

2. **Issuing Office:** This ITQ is issued by the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement. The Issuing Office is the sole point of contact in the Department for this ITQ

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3. **Scope of Work:** The services to be provided under this ITQ contract are for the removal and recycling of electronic waste from the Commonwealth's Bureau of Supplies and Surplus Operations (BSSO) located in Harrisburg, PA and from other agency locations throughout Pennsylvania.

4. **Term of Contract:** The term of this contract shall commence on June 1, 2012 and expire May 31, 2017.

5. Definitions:

a. **Recycling:** For the purpose of this proposal recycling means either processing waste in order to recover a usable product, or energy, regenerate the material or use the waste as an effective substitute for commercial products.

b. **Recycling Facility:** A facility employing technology **or** a process that separates or classifies electronic (municipal) waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall NOT mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

6. Specifications:

a. Using agencies will issue Requests for Quote to Qualified Suppliers for the removal and recycling of a particular lot of E-Waste on an as needed basis. The Qualified Supplier providing the best value quote to the Commonwealth will be selected. The selected supplier will then be responsible for the removal and recycling of the devices included in the lot in an environmentally responsible manner while ensuring the security of all Commonwealth information and data.

b. Qualified Suppliers are required to possess and maintain a PA DEP Beneficial Use Processing Permit or equivalent permitting from another U.S. State. Qualified Suppliers are also required to possess and maintain third-party accreditation from the Responsible Recycling Practices (R2) Standard or E-Stewards Standard.

c. **Covered Devices**: The following devices are classified as E-Waste for the purposes of this Contract. The removal of any such devices may be included in an RFQ:

   i. 15" monitors(and smaller), 17" monitors, 19"+ monitors
   ii. APC/ UPS back-ups, power supplies
   iii. Cellular phones, Blackberries, PDAs, calculators, adding machines
   iv. Computers, computer peripherals, computer wires and/or cables, CPU's,
   v. Servers, routers, hubs, docking stations
   vi. Discs, cd-roms, compact discs,
   vii. Printers, copiers, facsimile machines
   viii. Hard drives, circuit boards,
   ix. Keyboards, speakers
   x. Microwave ovens, overhead projectors, telephones, televisions
   xi. Steel bracing, steel brackets,
   xii. Digital equipment typically used in office settings
   xiii. Small amounts of miscellaneous related office waste.

In the past miscellaneous waste included small file cabinets, airport x-ray machines, metal desks, typewriters, and microfiche film. Information on the types of devices included in a particular lot for removal and recycling will be provided with an RFQ.

The Commonwealth reserves the right to solicit quotes via RFQ for the removal and recycling of additional types of electronic devices not specifically mentioned above as changing conditions dictate or needs arise during the term of this Contract.

d. In each RFQ, the agency will provide the best information available pertaining to the quantity and types of covered devices included in a particular lot of E-Waste. In each RFQ, Suppliers will be given the opportunity to list any specific types of devices they cannot accept.

   In the event that the Selected Supplier discovers one of these types of devices during processing and that type of device was not mentioned in the RFQ information provided by the agency, the Selected Supplier will be permitted to return the device to the agency or to work with the agency to arrive at mutually agreeable terms for its disposal.

e. The Commonwealth reserves the right to require site visits in an RFQ.

f. The Commonwealth reserves the right to visit/inspect a Qualified Supplier's facility if desired with prior notice to the Qualified Supplier

g. In a particular RFQ, an agency may request quotes for a Qualified Supplier to pick up the lot of E-Waste at the using agency location, for the delivery of the lot of E-Waste by the using agency to the Qualified Supplier's location, or both.

h. **Security of Information:** It is the Commonwealth's intent that no hard drives or memory storage devices enter the E-Waste stream. Agencies will make every effort to remove hard drives or memory storage devices from each particular lot of E-Waste before it is picked-up by or delivered to the Selected Supplier. However, the Commonwealth recognizes that hard drives and/or memory storage devices in particular lot of E-Waste may be missed in inspection prior to that point in time.

   Qualified Suppliers are required to ensure that any hard drives inadvertently included in a lot of E-Waste are destroyed in accordance with ASTM (IRS) standards. Qualified Suppliers are required to report the number or hard drives and/or memory storage devices found in accordance with the requirements of Section 7 below and to provide documentation/certification confirming the destruction of any such items found. Qualified Suppliers will be provided with a mechanism in each RFQ to establish a per-unit fee for destruction of these devices if desired.

i. **Security of E-Waste:** While in its possession, Qualified Suppliers are required to provide adequate security to prevent loss or theft of Commonwealth electronic waste.

7. <u>Service Categories:</u> The services categories for this ITQ will be by county. Interested suppliers shall indicate the Commonwealth counties in which they are able to provide coverage in their response to this ITQ.

8. **RFQ Procedures:**

a. Participating agencies of the Commonwealth shall issue requests for quotes (RFQ) for Electronic Waste Removal and Recycling Services on an as needed basis. The Agency will solicit quotes from all Qualified Suppliers who provide service in the applicable County. Quotes may be solicited informally in writing via email. The RFQ shall include specific details regarding the quantity and variety of items to be removed and recycled, the Agency location, and they date by which the removal of the items must be completed.

b. Interested Qualified Suppliers must respond to an RFQ electronically as specified in the RFQ. It is the responsibility of the Qualified Supplier to ensure that its quote is received at the location specified on the RFQ prior to the date and time set for the opening of quotes, regardless of the medium used. No quote shall be considered if it arrives at the location specified on the RFQ after the date and time set for quote opening. In the event that, due to inclement weather, natural disaster, or other cause, the agency's offices are officially closed on the date scheduled for the quote opening, the quote opening date shall be automatically postponed until the next COPA business day, unless the Qualified Suppliers are otherwise notified by the Purchasing Office that issued the RFQ. Should the quote opening date be postponed as outlined above, the quote opening time shall remain the same.

c. Quotes must be firm. If a quote is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in this Invitation to Qualify or the Request for Quote, it shall be rejected. The quote shall also be rejected if the service offered by the Qualified Supplier is not in conformance with the specifications as determined by the Commonwealth.

d. Supplier Selection: The Agency will select a Qualified Supplier based upon best value. The Commonwealth reserves the right to reject all quotes for an item or all items if it is determined to be in the best interest of the Commonwealth. For this ITQ Contract, the best value quote shall be the quote that provides for the highest revenues or lowest cost for the removal of e-waste.

e. Notice to Proceed: A Commonwealth Purchase Order will not be issued for no-cost or revenue producing bids. The Agency will issue a formal Notice to Proceed to the Selected Supplier. A Commonwealth Purchase Order may be issued for any quotes requiring payments. For quotes requiring payments less than $5,000, the Commonwealth's VISA purchasing card may be used.

9. **Purchase Orders:** All references to "purchase order" or "purchase orders" in the Contract Terms and Conditions (Part IV) shall be replaced with a reference to the defined term "Contract". For no-cost and revenue-producing bids, a written notice to proceed signed by the Agency will constitute the Contractor's authority to perform services.

10. **Payments:** Payment for the purchased property must be made by certified check, bank cashier's check or money orders, payable to the "Commonwealth of Pennsylvania." Personal checks, company checks, or cash are not acceptable.

11. **Overdue Payment Penalty:** After 30 days, unpaid invoices for purchased property will be subject to a 1½% interest charge per month. The interest will only be charged to the overdue principle.

12. **Sales Tax:** All sales of State Surplus property are subject to the Pennsylvania retail sales tax unless an exemption certificate is filed by the buyer with BSSO.

13. **Default:** The Commonwealth may, in addition to the reasons identified in Section 22.a., Default, of Part IV, Contract for Electronic Waste Removal and Recycling Services, and in addition to its other rights under the Contract, declare the Selected Supplier in default by written notice thereof to the Selected Supplier, and terminate (as provided in Section 23 of Part IV, Termination Provisions) the whole or any part of this Contract or any PO for any of the following reasons.

    a. Failure to remove the purchased property within the time period specified in the RFQ or as otherwise specified;

    b. Improper removal of the purchased property;

    c. Failure to pay for the purchased property within the time period specified in the Contract and/or RFQ.

    In the event that the Commonwealth terminates the contract in whole or in part as provided above or in Part IV, Contract for Electronic Waste Removal and Recycling Services, the Commonwealth may sell, upon such terms and in such manner as it determines, the purchased property and the Selected Supplier shall be liable to the Commonwealth for any reduction in the purchase price of the purchased property.

14. Reporting Requirement: Qualified suppliers will be required to report the following data elements at a minimum. Qualified suppliers will be required to provide reports electronically in Microsoft Excel to the BSSO Commonwealth Recycling Coordinator and the requesting agency as outlined below.

    a. Selected Suppliers are required to provide an itemized accounting of the quantity and types of devices ultimately recycled/destroyed resulting from each particular award, including the following:
        1) Name and Address of RTSDF (Recycling, Treatment, Storage, Disposal Facility).
        2) Contract #
        3) Agency or Procurement Unit
        4) Location
        5) Date of pick-up/delivery

6) Quantity and description of electronic waste removed
7) Quantity of hard drives/memory storage devices found and destroyed.
8) Weight
9) Net price paid (each or lb.)

b. **Certificate of Recycling:** Qualified Suppliers should send a Certificate of Recycling for all electronic waste handled in the prior month.

15. COSTARS Program:

Local Public Procurement Units, as defined by the Commonwealth Procurement Code, may use this contract in accordance with the COSTARS Purchasers Provision contained within Section 57 of the Contract Terms and Conditions. If you checked "Yes" in Step 6 when developing your qualification bid for the Electronic Waste Removal and Recycling Services ITQ Contract 4400009722, you agreed to participate in the Commonwealth's COSTARS program, and you are bound by the COSTARS Purchasers Provision contained within Section 57 of the Contract terms and conditions (Part IV).

16. COSTARS Reporting Requirements:

The requirement to report COSTARS sales to DGS" COSTARS Program Office is contained in subsection G of the COSTARS Purchasers Provision. By agreeing to participate in the COSTARS program, you are required to report COSTARS sales to DGS on a quarterly basis. Even if you had no COSTARS sales, you must file a report. COSTARS sales for the Electronic Waste Removal and Recycling Services ITQ Contract 4400009722 can now be reported through the automated COSTARS sales reporting system located on the COSTARS website. Information required will be your vendor number, contract number, date of sale, customer name and the amount of the sale. It is also recommended that you record the COSTARS Member ID number. Detailed instructions appear below. The deadline for submitting sales information is the 15th day of the month following the end of the quarter. Failure to report COSTARS sales is in breach of contract, and may result in DGS suspending your participation in the COSTARS program.

Note: This system is to be used to record sales to COSTARS members ONLY! ZERO sales for a particular quarter must also be reported.

INSTRUCTIONS FOR COSTARS SALES REPORTING FOR STATEWIDE CONTRACT SUPPLIERS

A. Go to www.dgs.state.pa.us/costars. "Click" on the **Suppliers** button.

B. "Click" on the **COSTARS Suppliers' Gateway** link on the right. Click on the **State Contract** link "click here".

C. Enter your **Vendor Number** to gain access to the system. When your Vendor Number is found, you will be taken to the **Sales Reporting Authorization** screen.

D. Enter your first and last **name**. "Click" **Continue**.

E. You will be taken to the **Sales Reporting** Screen. Select from the **Contract Number** dropdown the Contract Number you want to report sales for and then "click" the **Continue** button located next to it.

F. **To enter a new Sale or to report "No Sales this Quarter", "**click" on the **Insert** button at the top left.

G. Enter the **Customer Name** or part of the Customer Name into the Customer Search field. If you are reporting "**NO SALES THIS QUARTER**", type NO SALES into the search field. "Click" the **Search** button.

H. Select the **Customer Name** from the dropdown list, or select **NO SALES THIS QUARTER**. To proceed, you will need to "click" on the **Continue** button to the right of the list. The system will locate the Customer Name in the Members Database and will pre-fill the Address and County fields for you.

I. You will then enter a **Sales Date** and **Sales Amount**.

J. "Click" on the **Save** button. The data is saved and immediately accessible by COSTARS Program staff.

For your convenience, there is also a **Sales Reporting Manual – for Statewide Contracts in** the Resource Center on this site. For additional assistance or questions, please call 1-866-768-7827.