

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 3

TO: LIMITED DISTRIBUTION: THE DEPARTMENT OF REHABILITATION AND CORRECTION, C/O PICKAWAY CORRECTIONAL INSTITUTION COMPLEX (PICKAWAY CORRECTIONAL INSTITUTION, PICKAWAY CORRECTIONAL CAMP, AND THE CORRECTIONS TRAINING ACADEMY) 11781 STATE ROUTE 762, ORIENT, OHIO 43146

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - LIME SLURRY REMOVAL

Attached are pages 1 through 11 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to terminate Category Two of this Contract effective 01/31/10 and to allow a price increase for Synagro Central, LLC effective 12/01/09. In addition, this amendment is to notify all parties that Category One of this Contract will be renewed for an additional twelve months effective 02/01/10 through 01/31/11.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Gayle Blankenship, CPPB
gayle.blankenship@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s):

0000083233
Synagro Central, LLC
7014 East Baltimore Street
Baltimore, MD 21224
sgeorge1@synagro.com

0000045742
MPW Industrial Services, Inc.
9711 Lancaster Road S.E.
Hebron, OH 43025
tschmueckle@mpwservices.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: LIME SLURRY REMOVAL

CONTRACT No.: OT905307

EFFECTIVE DATES: 02/01/07 to 01/31/10
Renewal through 01/31/11*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905307 that opened on 11/20/06. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to THE DEPARTMENT OF REHABILITATION AND CORRECTION, C/O PICKAWAY CORRECTIONAL INSTITUTION COMPLEX (PICKAWAY CORRECTIONAL INSTITUTION, PICKAWAY CORRECTIONAL CAMP, AND THE CORRECTIONS TRAINING ACADEMY) 11781 STATE ROUTE 762, ORIENT, OHIO 43146, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Gayle Blankenship, CPPB
gayle.blankenship@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

*Category 2 removed from Contract effective 01/31/10. Category 1 renewed twelve months effective 02/01/10 through 01/31/11 and a price increase effective 12/01/09.

Signed: _____
Hugh Quill, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
SPECIAL CONTRACT TERMS AND CONDITIONS	3-5
Amendments to Contract Terms and Conditions	3
Specification Questions	3
Mandatory/Required Submissions	3
Delivery and Acceptance	3
Site Visit	3
Evaluation	3
Contract Award	4
Fixed-Price With Landfill Cost Adjustment	4
Fixed-Price With Economic Adjustment	4
Fixed-Price With Wage Adjustments	4
Temporary Fuel Adjustment	5
Usage Reports	5
SPECIFICATIONS AND REQUIREMENTS	6-9
CATEGORY ONE	
I. Scope of Work	6
II. Requirements	6
CATEGORY TWO*	
I. Scope of Work	7
II. Requirements	7
III. Grease Trap Service	8
IV. Sewer Line Service and Storm Sewer Service	9
V. Lime Scale Removal	9
<u>CONTRACT ITEMS</u>	
Price Schedule	10-13
CATEGORY ONE	10
CATEGORY TWO*	11-13
Contractor Index	14

*Category Two removed by Amendment effective 01/31/10.

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, bidders may visit the State Purchasing website to post bid related questions at <www.ohio.gov/procure>. Answers to all bidder questions will be posted on the State Purchasing website and linked to the bid number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this Bid. Only bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

SITE VISIT: Prior to submitting their bid response, the Bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the Bid. The Bidder must contact each facility to schedule an appointment. Once a contract is awarded, failure of the Bidder to have requested a site visit to become familiar with the facility and requirements of the Bid will be insufficient reason to support any request to be released from the Contract.

To schedule an appointment for Category One, please contact Mr. Randy Brissette at (614) 877-4362, ext. 233.

~~To schedule an appointment for Category Two, please contact Mr. Alan Oyer or Mr. Larry Kitchen at (614) 877-4362, ext. 530.*~~

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will:

For Category One: To determine the lot total price, the State will multiply the cost-per-gallon charge times the estimated annual lime slurry gallons for each of the three years, and then add these totals together for each of the three contract years.

~~For Category Two: To determine the annual lot total price, the State will add the following: [Grease Trap Service: (the cost per service per specified trap location X estimated frequency of service per year)] plus [Sewer Line and Storm Sewer Service: (the cost per service X estimated frequency of service per year)] plus [Emergency Sewer Line and Storm Sewer Service: (the cost per hour for Jet Truck and Pump Truck and Jet/Vac Combination Truck, each X an estimated four hours of service per year)] plus [Lime Scale Removal Service: (the cost per hour for Water Blaster service and Vacuum Truck service, each X an estimated eight hours of service per year)]. The State will calculate the annual totals and then add each of the three yearly totals together to determine the lot total price. *~~

*Category Two removed by Amendment effective 01/31/10.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by category of product. Failure to bid all items may result in the Bidder being deemed not responsive.

FIXED-PRICE WITH LANDFILL COST ADJUSTMENT: During the life of an awarded contract, changes may occur in state or local rates assessed to landfills that may affect the landfill dumping rates charged to the Contractor. In such cases, the Contractor, upon thirty (30) days prior written notice, may petition DAS to increase the Contract price(s) by the exact amount of the increase in landfill dumping rates. The Contractor must submit documentary evidence to fully support the claim to DAS prior to making any price adjustment to their contract price(s). If DAS approves the increase, the increase will become effective for the remaining life of the awarded Contract. Approval of said increase is subject to the sole discretion of the DAS. No petitions for increase will be considered for landfill dumping fee increases assessed prior to the effective date of the Contract.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first twelve (12) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

FIXED-PRICE WITH WAGE ADJUSTMENTS: No price adjustment will be granted during the first twelve (12) months duration of the Contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition DAS to increase the Contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty-(30) calendar days notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (i.e. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise State Purchasing of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify State Purchasing of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

USAGE REPORTS: Every twelve (12) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gayle Blankenship*.

*Updated by Amendment 3.

SPECIFICATIONS AND REQUIREMENTS

CATEGORY ONE

LIME SLURRY REMOVAL AT THE PICKAWAY CORRECTIONAL INSTITUTION

I. SCOPE

This bid for Lime Slurry Removal is referenced herein as Category One. Service shall be provided for the term February 01, 2007 through January 31, 2011.*

- A. The following specifications describe removal of approximately 1,500,000 gallons of Lime Slurry over a period of three years beginning February 01, 2007 through January 31, 2011.* The Contractor will be required to empty the 290,000 gallon lime slurry tank when directed by plant supervision. Any lime slurry being held inside of the plant during the cleaning process will be pumped over to the tank, measured, and removed.
- B. The Pickaway Correctional Institution (PCI) will pay for only the actual amount of slurry removed from the facility tank. Accompanied by a representative of the Contractor, the institution's personnel will use the following formula to calculate the actual number of gallons to be removed from the tank.

$$3.1416 (R)^2 \times \text{Depth of Sludge tank} \times 7.48 \text{ gal/cu. ft.} = \text{Actual slurry to be removed.}$$

II. REQUIREMENTS

- A. The Contractor will be expected to furnish all labor, material, equipment, tools, and electrical power to remove, handle, condition, haul, and dispose of the lime slurry.
- B. The following stipulations apply:
1. Sludge spread on farmlands must meet the approval of the OEPA including both location and method of disposal.
 2. The Contractor is to supply PCI with a daily log containing record of sludge removed, time, gallons removed, truck number, sampled by, and location sludge applied.
 3. The Contractor is to use only the roads approved by the State, county, township, and municipalities.
 4. The Contractor must take all precautions to avoid leaks and spills, and provide prompt and complete clean up in the event a problem arises.
 5. Water requirements for the removal of slurry from our tank will be supplied by the Pickaway Correctional Institution.
 6. The Contractor shall obtain all licenses, permits, etc., necessary for the completion of this contract. All permits required must be in force and in evidence prior to any removal effort.
 7. The Contractor is to provide the institution with a three (3) day notice in order that approvals can be obtained for the contractor to be on prison grounds.
 8. The Contractor, while on grounds will be required to abide by all laws, rules and regulations of the Department of Rehabilitation and Correction (DRC) and specifically those provided by the Pickaway Correctional Institution. Prior to starting work under this Contract, the Contractor will be required to attend a period of instruction (approximately 2 hours), to familiarize the Contractor with DRC-PCI laws, rules and regulations.
 9. The Contractor must abide by all current laws applicable to the contracted service and to any future laws or revisions thereto as made by Federal, State, or local health authorities, or the Federal or State EPA, or any other governing body with legal jurisdiction over such service.

*Contract renewed effective 02/01/10 through 01/31/11.

SPECIFICATIONS AND REQUIREMENTS

CATEGORY TWO*

*Category Two removed from this Contract effective 01/31/10.

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PRICE SCHEDULE
 CATEGORY ONE

LIME SLURRY REMOVAL
AT THE PICKAWAY CORRECTIONAL INSTITUTION

The cost per gallon is an all inclusive cost which includes all licenses, permits, etc., necessary for the completion of this Contract plus all labor, material, equipment, tools, and electrical power to remove, handle, condition, haul and dispose of the lime slurry per contract specifications.

CONTRACTOR: SYNAGRO CENTRAL, LLC

OAKS ITEM ID	LIME SLURRY REMOVAL	ESTIMATED ANNUAL GALLONS	REMOVAL COST PER GALLON 02/01/07 THRU 01/31/08
6175	Pumping, removal, hauling, and disposal services	* Approximately 500,000 gallons	Per \$ 0.055 Gallon

OAKS ITEM ID	LIME SLURRY REMOVAL	ESTIMATED ANNUAL GALLONS	REMOVAL COST PER GALLON 02/01/08 THRU 01/31/09
6175	Pumping, removal, hauling, and disposal services	* Approximately 500,000 gallons	Per \$ 0.056 Gallon

OAKS ITEM ID	LIME SLURRY REMOVAL	ESTIMATED ANNUAL GALLONS	REMOVAL COST PER GALLON 02/01/09 THRU 11/30/09**
6175	Pumping, removal, hauling, and disposal services	* Approximately 500,000 gallons	Per \$ 0.058 Gallon

OAKS ITEM ID	LIME SLURRY REMOVAL	ESTIMATED ANNUAL GALLONS	REMOVAL COST** PER GALLON 12/01/09 THRU 01/31/11
6175	Pumping, removal, hauling, and disposal services	* Approximately 500,000 gallons	Per \$ 0.066 Gallon**

*The frequency of service will be by agency request. The lime slurry tank capacity is approximately 290,000 gallons.

In order to provide lime slurry removal service, certain contractor costs are incurred. In the blanks below, please indicate the percentage of each cost element relative to the total cost for the specified service. List other cost elements as necessary. All bidders must complete this portion of the ITB; however, it will not be a part of the bid evaluation. Cost element percentages will be applied pending any future request for a cost adjustment.

COST ELEMENTS	Lime Slurry Removal
Equipment	23%
Fuel cost	20%
Labor cost	47%
Chemicals,	N/A
Cost of doing business (utilities, profit, etc.)	10%
Other (Please Specify)	ZERO
TOTAL (must equal 100%)	100%

**Price increase effective 12/01/09.

PRICE SCHEDULE

CATEGORY TWO*

*Category Two removed from this Contract effective 01/31/10.

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CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT905307-2 (01/31/11)*



0000083233
Synagro Central, LLC
7014 East Baltimore Street
Baltimore, MD 21224

DELIVERY: As Specified

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Steve George,

Toll Free: (800) 825-5698
Telephone: (410) 284-4120
FAX: (410) 282-7466
E-Mail: sgeorge1@synagro.com
E-Mail: kwright@synagro.com

Alternate Contact: Kathleen Wright,

CONTRACTOR'S MIS CONTACT: Darrin Nguyen,

Telephone: (713) 369-1700

Remit To:
Synagro Central
C/o Synagro Technologies, Inc.
012628 Collections Center Drive
Chicago, IL 60693

*Category Two removed from this Contract effective 01/31/10 and Category One renewed effective 02/01/10 through 01/31/11.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	12/01/09	Allow price increase for Synagro effective 12/01/09; remove Category Two effective 01/31/10; renew Contract-Category One only effective 02/01/10-01/31/11.
2	04/01/08	MPW: price increase effective 04/01/08 – based on fuel cost increases
1	02/05/07	Synagro: change to TIN – dropping the S1 designation

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