

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OT900612	JUNE 22, 2011	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC152	BID NOTICE DATE JUNE 9, 2011	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail		<input type="checkbox"/> Fax	
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>Statewide Illegal Drug Lab Site Cleanup Services</p> <p>TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 07/01/11 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 06/30/13 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 02/2011, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of three (3) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to **"Excepted Products"**]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

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.

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.

CERTIFICATIONS AND PERMITS: Each Bidder must submit with their response a copy of the company's current certifications, licenses and permits required in the State of Ohio for activities covered by this Contract. These certifications, licenses and permits could be from varying State or Federal agencies (COM, EPA, PUCO, OHSA, DOT etc.). The State reserves the right to submit any documentation provided to the agency for verification.

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 10% 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 10% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services 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 Procurement Services 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.

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 may result in the Bidder being deemed as not responsive and the Bid Response may be immediately disqualified with no further consideration given.

CONTRACT AWARD: The Contract will be awarded by low lot total per state quadrant to the lowest responsive and responsible Bidder for that quadrant meeting all bid specifications and requirements listed herein. For this Contract the four State quadrants are: NW quadrant = Districts 1 and 2, NE quadrant = Districts 3, 4, 11 and 12, SE quadrant = Districts 5, 6 and 10 and SW quadrant = Districts 7, 8 and 9. Bidders may submit pricing for any number of quadrants of the State as defined in Exhibit 1 on page fifteen. Each quadrant will be scored and awarded separately. A Contractor may be awarded multiple quadrants.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together for each quadrant the Bidder chooses to submit pricing. A Bidder may submit pricing for any combination of quadrants. Failure to bid all items within a quadrant may result in the Bidder being deemed as non-responsive and no further consideration given for potential awarding of the Contract.

CONTRACT RENEWAL: The Contract may be renewed for one (1) month at the State's option. Additionally, this Contract may be renewed, by agreement, for any number of times for any period of time under the same prices, terms and conditions stated herein. The cumulative total of all renewals by agreement may not exceed four (4) years.

USAGE REPORTS: Every six (6) 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 Rd., Columbus, OH 43228-1395, Attn: GDC152 Contract Analyst.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS:The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited

circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the

Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

SPECIFICATIONS AND REQUIREMENTS FOR STATEWIDE ILLEGAL DRUG LAB SITE CLEANUP SERVICES

I. OVERVIEW

The objective of this Contract is to identify (award) Contractor(s) that will, at the direction of the requesting agencies, respond at any time and at any location within the State of Ohio providing the services necessary to abate, remove and cleanup illegal drug lab sites involving hazardous and non-hazardous materials that may pose a hazard, threat or endangerment to the public health and safety or harm to the environment. Contractor(s) must be able to provide the required services within a set period of time with the appropriate equipment and personnel, including laboratory analysis, permitted treatment, storage, transportation and disposal of various hazardous and non-hazardous waste streams, either directly or through approved subcontractors and disposal sites.

II. SCOPE OF WORK

During the term of the Contract, Contractors, at the direction of a requesting agency, will respond at any time and at any location within the Contractor's awarded quadrant(s) providing the services necessary to abate, remove and cleanup illegal drug lab sites involving hazardous and non-hazardous materials that may pose a hazard, threat or endangerment to the public health and safety or harm to the environment. Contractors must be able to provide the required services within a set period of time with the appropriate equipment and personnel, including laboratory analysis, permitted treatment, storage, transportation and disposal of various hazardous and non-hazardous waste streams, either directly or through approved subcontractors and disposal sites.

Once contacted by a requesting agency, the Contractor must dispatch a response team to the site within three (3) hours to analyze the situation and provide the requesting agency with an initial report including the estimated cleanup and disposal costs and activities required to mitigate the hazardous and non-hazardous materials at the illegal drug lab site. The Contractor must contact BCI at 1-800-282-DRUG to receive a BCI tracking identifier. See the reporting section in the Contractor Requirements section below for more details on the required reports.

- A. Contractors must complete any requested activities by the requesting agency's schedule and instructions provided in a professional manner. The Contractor must maintain the quality of workmanship at a high standard while responding timely to the requested timelines.
- B. The Contractor must fulfill the role of primary contractor in performing the cleanup activities required by the requesting agency at the illegal drug lab site involving hazardous and non-hazardous materials.
- C. The Contractor must provide remedial response services to abate and/or relieve any release or threat of release of hazardous materials that may pose a hazard, threat or endangerment to the public health and safety or harm to the environment including but not limited to following:
 - 1. Submit a Health Safety Plan (HSP) prior to the beginning of site activities to the requesting agency.
 - 2. Develop a response strategy to contain, mitigate and clean up the hazardous and non-hazardous materials to acceptable levels to abate any threat to public health and the environment.
 - 3. Sample, analyze, manage, package, transport, store and dispose of hazardous materials.
 - 4. Maintain security and safety, as directed by the requesting agency, at or near sites from or at which there is or has been a release or threat of release of hazardous materials which are causing or which threaten to cause soil contamination or air or water pollution or other threats to the public health and/or the environment.
 - 5. Attend and participate in meetings with requesting agencies, other agencies of the federal, state and local government and with the public providing testimony in administrative and judicial proceedings in matters pertinent to assessment, containment and removal of materials undertaken in a response action and any subsequent enforcement actions, including litigation by or through the requesting agency.
- D. The Contractor must comply with all applicable provisions of federal, state and local laws, rules and regulations, including all Occupational Health and Safety Administration (OHSA) and Department of Transportation (DOT) regulations in performing this Contract.

- E. Once the Contractor has completed the required activities at an illegal drug lab site, the Contractor must provide the requesting agency and BCI with a final report. See the reporting section in the Contractor Requirements section below for more details on the required reports.
- F. The Contractor must be prepared to detect, process and dispose of materials in the general categories of Table I. Tables II and III provide a representative list of potential chemicals found at illegal drug lab sites. The lists are not intended to be exhaustive, but a very good representative listing of possible chemicals and materials found at illegal drug lab sites.

TABLE I GENERAL CATEGORIES
Ignitable/Combustible/flammable
Corrosive
Reactive
Toxic
Compressed gas cylinders
Controlled substances
Listed chemicals (see Tables II and III)
Contaminated equipment, glassware, debris etc.
All forms of non-hazardous materials

TABLE II CHEMICALS (chemicals listed in 21 CFR Part 1310)		
N-Acetylanthranilic Acid	Anthranilic Acid	Benzaldehyde
Benzyl Cyanide	Ephedrine	Ergonovine
Ergotamine	Ethylamine	Gamma-Butyrolactone (GBL)
Hydriodic Acid	Hypophosphorous Acid	Isosafrole
Isosafrole	Methylamine	Methylamine
Methylamine	3,4-Methylenedioxyphenyl-2-Propanone	N-Methylephedrine
N-Methylpseudoephedrine	Nitroethane	Norpseudoephedrine
Phenylacetic Acid	Phenylpropanolamine	Phosphorus (red)
Phosphorus (white or yellow)	Piperidine	Piperonal
Propionic Anhydride	Pseudoephedrine	Safrole

TABLE III CHEMICALS (additional chemicals)	
Acetic Anhydride	Acetone
Benzyl Chloride	Ethyl Ether
Hydrochloric Acid	Hydrogen Chloride gas
Iodine	Methyl Ethyl Ketone (or 2-Butanone or MEK)
Methyl Isobutyl Ketone (MIBK)	Potassium Permanganate
Sulfuric Acid	Toluene

- G. The Contractor must consolidate and package for transportation chemicals and other waste according to regulations and guidelines accepted for such activities.
- H. The Contractor is not to remove ammunition, large amounts of contaminated dirt, septic tanks etc. unless directed by the requesting agency.
- I. The Contractor must identify and prepare for transportation, observing all pertinent regulations, all compressed gas cylinders. These may be returned to the manufacturer or disposed of at an appropriate disposal facility.
- J. The Contractor, if required, must obtain appropriate EPA generator ID numbers for the requesting agency for use on required manifests for hazardous materials and Certificates of Destruction (CD).
- K. The Contractor must provide all transportation of materials, hazardous and non-hazardous, in compliance with all federal, state and local guidelines and regulations.
- L. The Contractor and its vehicles must be in compliance with all regulations and required permits for the transportation of hazardous materials.
- M. If required, the Contractor must provide a safe storage facility for hazardous materials following all regulations for such storage.
- N. The Contractor must use a standard Certificate of Destruction (CD) for all hazardous and non-hazardous waste materials removed from the illegal drug lab site. The CD must contain at least the following information:
 - 1. Final disposal facility's name, address, contact information and EPA identification number;
 - 2. Certificate number, requesting agency control/call number, BCI tracking identifier;
 - 3. Contractor's name and contact information;
 - 4. The requesting agency's contact name and address, site address of seizure;
 - 5. An absolute identification method for linking the applicable CD to the initial Uniformed manifest or Bill of Lading (i.e., manifest number and line item number);
 - 6. Date and method of treatment/disposal;
 - 7. A certification assuring that all material/waste from the illegal drug lab site have been treated and disposed of in accordance with applicable laws and regulations; and
 - 8. Signature and title of EPA permitted facility official who is authorized to endorse CDs.
- O. The Contractor must implement a robust tracking system for all materials, hazardous and non-hazardous, removed from an illegal drug lab site to maintain control of the materials.

III. BIDDER REQUIREMENTS

- A. The following items must be provided at the time of bid submission. These items will be used in the determination of responsiveness and responsibility of the Bidders.
 - 1. The Bidder must submit a letterhead cover letter signed by an officer of the company or someone who can bind the company attesting that the services offered in response to this invitation, meet or exceed the specifications and requirements covering the services herein.
 - 2. The Bidder must provide a copy of actual types and amounts of insurance that will be kept in force during the life of the contract. These insurance policies and coverage amounts must meet or exceed the requirements for insurance coverage as defined in Sections S-12 and S-13 of the Supplemental Contract Terms and Conditions. Additionally, the Contractor and/or its employees and subcontractors must maintain Personal Liability insurance covering the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, or slander caused by any acts of the Contractor's employees while acting within the scope of their duties.
 - 3. The Bidder must submit a detailed Work Plan with the bid. This plan must include a description of the work that would be involved from initial Contractor contact through final inspection and proper deposition of any hazardous or non-hazardous materials encountered during the cleanup. This Work Plan should be written to adhere to the requirements of this ITB.
 - 4. The Bidder must submit copies of any required certifications, licenses or permits required to perform the work and transportation of any associated materials required under this Contract.
 - 5. The Bidder must identify and provide a resume of a General Manager (Project Manager) for this Contract with at least four (4) years experience in conducting cleanup services similar to those as defined in this ITB. The General Manager must be a regular full time employee of the Bidder.

6. The Bidder must provide at least three references for previous cleanup projects involving hazardous and non-hazardous materials similar to those defined in this ITB. The references must include a detailed description of the project and project sponsor contact information for verification.
7. The Bidder must complete, sign and submit pages one, two and fourteen of this ITB.
8. The Bidder must complete a Price Schedule for each of the State quadrants for which the Bidder is submitting pricing. These Price Schedules are on pages 10-13 of this ITB.
9. The Bidder must complete and submit the DMA form as required on page two item D.
10. If any part of the requirements herein are to be subcontracted, the Bidder must provide a complete description of any subcontracts and contractual agreements with the bid. The Bidder must supply a list of names and addresses of subcontractor(s) participating in the Contract and the services each would perform. During the term of the contract, any changes in subcontractors shall be subject to prior approval by DAS State Purchasing.

IV. CONTRACTOR REQUIREMENTS

- A. The Contractor must assume absolute and entire liability for any loss or property damage resulting from services provided under this Contract. This liability will commence when the Contractor arrives at the site and shall terminate when the final inspection has been performed and the final deposition report is provided.
 1. The Contractor must use caution not to cause personal or unexpected property damage.
 2. The Contractor must report any injuries or property damage immediately to the using agency.
 3. Notwithstanding any language to the contrary, the Contractor shall be liable for any personal injury or damage to real property or tangible personal property, caused by the fault or negligence of the Contractor.
- B. Once contacted by a requesting agency, the Contractor must initially contact the State's Bureau of Criminal Investigation (BCI) office of the Attorney's General Office to receive a BCI tracking identifier for all services provided under this Contract. The Contractor must use this tracking identifier on all reports to the requesting agency and the final report provided to the requesting agency and BCI.
- C. The Contractor and/or its employees and subcontractors must maintain in full force and effect during the term of this contract the following:
 1. Driver qualifications, licenses or certifications required to perform the services under this Contract. Assigned drivers will have a valid Ohio Driver's License of the proper class and any certifications required by organizations such as: Public Utilities Commission of Ohio (PUCO), Environmental Protection Agency (EPA) and Interstate Commerce Commission (ICC) etc.
- D. The Contractor must make available any and all documents, books, accounts, records, ledgers, etc. in paper and/or electronic form at all times for inspection by the authorized employees of the State, by the officers or employees of the Auditor of State or any other governmental agency.
- E. Transportation equipment used by the Contractor, for the removal of hazardous materials, must be industry standard, serviceable, weatherproof, closed-type trucks or trailers which can be securely locked. Further, services to be performed by the Contractor under this contract must be performed with equipment owned or leased by the Contractor.
- F. The Contractor must provide a General Manager with the responsibility of coordinating all Contractor services including:
 1. Supervision of dispatching of equipment and personnel as requested by the requesting agency.
 2. Investigation and settlement of claims.
 3. Submission of all invoices for work, supplies, equipment and services under the Contract.
 5. Ability to communicate directly with all Contractor personnel and drivers.
- G. The Contractor's General Manager must adhere to the following reporting requirements. All documentation including: reports, invoices, manifests, bills of lading, Certificates of Destruction etc. related to Contractor activities under this Contract must be maintained for 6 years or until any dispute is settled whichever is later.

1. Initial Report. After initial dispatch and analysis of the illegal drug lab site, the Contractor must provide an initial report to the requesting agency including the following information:
 - a. BCI provided tracking identifier, site name and identification of location where work will be performed;
 - b. statement of work to be performed;
 - c. estimate of volume and type of hazardous materials to be contained and/or to be removed or stored onsite, and its destination(s), and method(s) and estimated cost(s) of transportation, storage, treatment, and/or disposal;
 - d. estimated costs of labor, equipment, materials, supplies and expendables, analysis, storage, transport and disposal of hazardous materials, hazardous wastes, and/or hazardous substances and other expenditures;
 - e. expected laboratory reports to be ordered;
 - f. volume and type of non-hazardous materials contained and/or removed or stored onsite, and its destination(s), and method(s) and estimated cost(s) of transportation, storage, treatment, and/or disposal;

2. Daily Reports. For each work day for each response action the Contractor must prepare a daily written report. These reports must be submitted to the requesting agency designee on a monthly basis as specified in Monthly Reports, paragraph 3 below. The daily reports should indicate the following:
 - a. BCI provided tracking identifier, site name and identification of location where work has been performed;
 - b. work performed;
 - c. volume and type of hazardous materials contained and/or removed or stored onsite, and its destination(s), and method(s) and estimated cost(s) of transportation, storage, treatment, and/or disposal;
 - d. units used and costs of labor, equipment, materials, supplies and expendables, analysis, storage, transport and disposal of hazardous materials, hazardous wastes, and/or hazardous substances and other expenditures;
 - e. laboratory reports ordered and/or received;
 - f. description of injuries to personnel and treatment received and;
 - g. descriptions of accidents or releases resulting from daily response activities
 - h. volume and type of non-hazardous materials contained and/or removed or stored onsite, and its destination(s), and method(s) and estimated cost(s) of transportation, storage, treatment, and/or disposal;

3. Monthly Reports. Monthly, the Contractor(s) must submit written reports to the requesting agency providing the progress of all actions underway. These reports must include, for the reporting period, the following information:
 - a. statement of total costs incurred in the reporting period;
 - b. statement of total costs incurred in the Contract to date;
 - c. identification and, as the requesting agency may direct, a discussion of major issues pertaining to the administration of the Contract;

For individual response action(s):

 - d. daily reports as specified in paragraph 1 above;
 - e. report of work progress on the action and of difficulties encountered;
 - f. description of work yet to be done;
 - g. estimates of time-to-complete the action;
 - h. statement of total costs incurred for reporting period;
 - i. statement of total costs incurred for the response action to date;
 - j. estimate of cost-to-complete the response action; and
 - k. activities anticipated in the next reporting period.

4. Final Report. The Contractor(s) must submit a brief written final report which must identify the site, describe all work performed, identify problems encountered, verify proper disposal, and summarize data collected. The documentation verifying proper disposal is to include a copy of the original manifest with the appropriate treatment, storage and disposal facilities (TSDF) signatures with certification of disposal, and all final laboratory reports. A final written report is to be submitted to the requesting agency and the BCI Contract Manager within thirty (30) days after the completion of each response order.

5. Extraordinary Circumstance Reporting. As to all activities under this Agreement, immediately upon knowledge, the Contractor(s) must notify the State of all changes in circumstances affecting it and/or any subcontractor(s) that pertain to, or that could materially affect cost and/or completion of services required herein. Such circumstances shall include, but shall not be limited to, the following: labor disputes; changes in its or its subcontractor(s)' insurance, bonding and/or financial condition; changes in corporate ownership; and changes in the availability of personnel, equipment and/or transportation, storage and disposal capabilities. Accidents that involve a release of contaminants, significant personal injury or materially affect work under this Agreement shall be reported as soon as practicable to the State Contract Analyst.

6. Adequacy of Reports. The requesting agency reserves the right to determine the adequacy, format, timing and distribution of all reports.
- H. The Contractor must have available all usual equipment required to perform the services required by this Contract. In the rare case that a specialized piece of equipment is required, the Contractor must receive approval from the requesting agency prior to securing the equipment. The Contractor will invoice the requesting agency for the exact rental cost of the equipment with no additional mark-up. The Contractor must include documentation with the invoice to support the cost.
- I. The Contractor must manifest all hazardous and non-hazardous waste materials on standard forms. The Uniformed Hazardous Waste Manifest must be used for hazardous waste. Bills of lading can be used for non-hazardous waste materials such as compressed gas cylinders being returned to a manufacturer or materials going to a non-hazardous materials landfill for disposal.
- J. The Contractor must provide the requesting agency with a signed Certificate of Destruction (CD) for all hazardous and non-hazardous materials removed from the illegal drug lab site. The CD is described in detail in the Scope of Work.
- K. The Contractor must provide a 24 hour a day, 365 day per year phone number for receiving initial calls from a requesting agency related to required services under this Contract. Additionally, the Contractor must have email, phone and Fax capabilities for non-initial communications.
- L. The Contractor must be prepared to respond within three (3) hours with personnel, equipment and materials 365 days a year to provide services as defined in this ITB.
- M. The Contractor must have GPS capabilities for locating remote sites.

**Price Schedule
 NW Quadrant (Districts 1 and 2)**

The Bidder must complete all entries in the table for the Bid to be evaluated for this quadrant.

Item description	Unit of measure/ container	Estimated annual usage for evaluation	Offered price per unit of measure
Labor Costs:			
Response Crew travel time to scene (crew)	Hour	140	\$
Project Coordinator time (on-site)	Hour	80	\$
Recovery Technician time (on-site)	Hour	80	\$
Laborer time (on-site)	Hour	80	\$
Services:			
Fuel blending	Gallons/ container	100	\$
Neutralization	Gallons/ container	40	\$
Landfill disposal of non-hazardous materials	Gallons/ container	100	\$
Landfill disposal of hazardous materials	Gallons/ container	100	\$
Incineration of non-hazardous materials	Gallons/ container	60	\$
Incineration of hazardous materials	Gallons/ container	60	\$
Removal and disposal / recycling of compressed gas (lecture bottle)	bottle	8	\$
Removal and disposal / recycling of compressed gas (small cylinder)	cylinder	30	\$
Removal and disposal / recycling of compressed gas (medium cylinder)	cylinder	30	\$
Removal and disposal / recycling of compressed gas (large cylinder)	cylinder	8	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (small cylinder)	cylinder	10	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (medium cylinder)	cylinder	10	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (large cylinder)	cylinder	5	\$

**Price Schedule
 NE Quadrant (Districts 3, 4, 11 and 12)**

The Bidder must complete all entries in the table for the Bid to be evaluated for this quadrant.

Item description	Unit of measure/ container	Estimated annual usage for evaluation	Offered price per unit of measure
Labor Costs:			
Response Crew travel time to scene (crew)	Hour	210	\$
Project Coordinator time (on-site)	Hour	120	\$
Recovery Technician time (on-site)	Hour	120	\$
Laborer time (on-site)	Hour	120	\$
Services:			
Fuel blending	Gallons/ container	150	\$
Neutralization	Gallons/ container	60	\$
Landfill disposal of non-hazardous materials	Gallons/ container	150	\$
Landfill disposal of hazardous materials	Gallons/ container	150	\$
Incineration of non-hazardous materials	Gallons/ container	90	\$
Incineration of hazardous materials	Gallons/ container	90	\$
Removal and disposal / recycling of compressed gas (lecture bottle)	bottle	12	\$
Removal and disposal / recycling of compressed gas (small cylinder)	cylinder	45	\$
Removal and disposal / recycling of compressed gas (medium cylinder)	cylinder	45	\$
Removal and disposal / recycling of compressed gas (large cylinder)	cylinder	12	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (small cylinder)	cylinder	15	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (medium cylinder)	cylinder	15	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (large cylinder)	cylinder	8	\$

**Price Schedule
 SE Quadrant (Districts 5, 6 and 10)**

The Bidder must complete all entries in the table for the Bid to be evaluated for this quadrant.

Item description	Unit of measure/ container	Estimated annual usage for evaluation	Offered price per unit of measure
Labor Costs:			
Response Crew travel time to scene (crew)	Hour	105	\$
Project Coordinator time (on-site)	Hour	60	\$
Recovery Technician time (on-site)	Hour	60	\$
Laborer time (on-site)	Hour	60	\$
Services:			
Fuel blending	Gallons/ container	75	\$
Neutralization	Gallons/ container	30	\$
Landfill disposal of non-hazardous materials	Gallons/ container	75	\$
Landfill disposal of hazardous materials	Gallons/ container	75	\$
Incineration of non-hazardous materials	Gallons/ container	45	\$
Incineration of hazardous materials	Gallons/ container	45	\$
Removal and disposal / recycling of compressed gas (lecture bottle)	bottle	6	\$
Removal and disposal / recycling of compressed gas (small cylinder)	cylinder	23	\$
Removal and disposal / recycling of compressed gas (medium cylinder)	cylinder	23	\$
Removal and disposal / recycling of compressed gas (large cylinder)	cylinder	6	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (small cylinder)	cylinder	8	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (medium cylinder)	cylinder	8	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (large cylinder)	cylinder	4	\$

**Price Schedule
 SW Quadrant (Districts 7, 8 and 9)**

The Bidder must complete all entries in the table for the Bid to be evaluated for this quadrant.

Item description	Unit of measure/ container	Estimated annual usage for evaluation	Offered price per unit of measure
Labor Costs:			
Response Crew travel time to scene (crew)	Hour	245	\$
Project Coordinator time (on-site)	Hour	140	\$
Recovery Technician time (on-site)	Hour	140	\$
Laborer time (on-site)	Hour	140	\$
Services:			
Fuel blending	Gallons/ container	175	\$
Neutralization	Gallons/ container	70	\$
Landfill disposal of non-hazardous materials	Gallons/ container	175	\$
Landfill disposal of hazardous materials	Gallons/ container	175	\$
Incineration of non-hazardous materials	Gallons/ container	105	\$
Incineration of hazardous materials	Gallons/ container	105	\$
Removal and disposal / recycling of compressed gas (lecture bottle)	bottle	14	\$
Removal and disposal / recycling of compressed gas (small cylinder)	cylinder	53	\$
Removal and disposal / recycling of compressed gas (medium cylinder)	cylinder	53	\$
Removal and disposal / recycling of compressed gas (large cylinder)	cylinder	14	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (small cylinder)	cylinder	18	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (medium cylinder)	cylinder	18	\$
Removal and disposal / recycling of compressed gas – anhydrous ammonia (large cylinder)	cylinder	9	\$

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00. (This number may be increased as necessary.)
 - Goods/Services will be delivered via common carrier.
 - No employee or representative of the Contractor will have cause to be on state property to make deliveries or to perform services.
-

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the Contractor (Name/City/State/Country)

b) Principal location of all subcontractors (Name/City/State/Country)

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

EXHIBIT 1
State of Ohio Districts

For this Contract, awards will be done by four State quadrants. NW quadrant = Districts 1 and 2; NE quadrant = Districts 3, 4, 11 and 12; SE quadrant = Districts 5, 6 and 10; and SW quadrant = Districts 7, 8 and 9.

