

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

**OPTIONAL USE CONTRACT FOR: DISPOSAL OF BIOSOLIDS**

CONTRACT No.: OT908508

EFFECTIVE DATES: 05/01/08 to 04/30/11

\* Renewal through 04/30/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908508 that opened on 04/23/08. 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 OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, PICKAWAY CORRECTIONAL COMPLEX AND ROSS CORRECTIONAL INSTITUTION, 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:

Dennis Kapenga  
dennis.kapenga@ohio.gov

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

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

\* indicates a mutual 12 month renewal effective 05/01/12 through 04/30/13.

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Robert Blair, Director

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## 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.

**INCURRING COSTS:** The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

**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. To schedule an appointment, please contact the agency contact person, Mr. Randy Brissette @ (614) 877-4362., then dial 0, and ask for extension 233. 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.

**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 Procurement Services website to post bid related questions at <[www.ohio.gov/procure](http://www.ohio.gov/procure)>. Answers to all Bidder questions will be posted on the Procurement Services 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.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the Bid Response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any Contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their Bid Response or within the time specified herein will deem the Bidder not responsive.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will calculate the lot total cost by multiplying the estimated annual requirement in wet tons by its corresponding price per wet ton of biosolids removed.

**CONTRACT AWARD:** The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the Bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the Bidder being deemed not responsive.

**PLACEMENT OF ORDERS:** Purchase orders for any item(s) listed in a Contract awarded pursuant to this Bid will be placed directly with the successful Contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the Contract.

## SPECIAL CONTRACT TERMS AND CONDITIONS

**DELIVERY:** Unless otherwise required, treatment and disposal service shall be rendered not less than every sixty (60) calendar days nor more than every ninety (90) calendar days after receipt of order. Services must be rendered during a ten (10) consecutive day period. PCI anticipates that dewatered biosolids will need to be removed every six (6) months.

**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.

**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.

**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 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.

## 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 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.

**PUBLIC LIABILITY:** Each Bidder must carry public liability insurance with limits of not less five million (\$ 5,000,000.00) dollars for any one person and five million (\$ 5,000,000.00) dollars for any one occurrence for death or personal injury and five million (\$ 5,000,000.00) dollars for any one occurrence for property damage. Each Bidder must carry general liability insurance with limits of not less than five million (\$ 5,000,000.00) dollars for any one occurrence and aggregate annually. Each Bidder must carry comprehensive umbrella liability insurance with limits of not less than five million (\$ 5,000,000.00) dollars for any one occurrence and aggregate annually. Each Bidder must carry environmental impairment liability insurance with limits of not less than ten million (\$ 10,000,000.00) dollars for any one occurrence and aggregate annually. Certificates of insurance showing the types of coverages should be submitted with the Bid. Failure to submit the certificate of insurance with the Bid may deem your Bid not-responsive. In addition to the certificates of insurance, providing the Bidder does not currently carry the amount of coverages specified above, a letter from the insurance company stating that the Bidder's coverages will be increased to the specified amounts upon award of the ensuing Contract, should also be submitted with the Bid. Failure to submit the letter and certificates, as applicable, with the Bid may deem your Bid not-responsive.

**SPECIAL CHARGES:** There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

**EXCEPTIONS:** Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's Response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response.

**LIQUIDATED DAMAGES:** In the event that an awarded Contractor fails to perform within the timeframe specified by the Contract and/or Purchase Order, the agency will contact the Contractor to determine when the Purchase Order will be fulfilled. If the Contractor cannot fulfill the Purchase Order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contractor provider for the full additional amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; (2) charge the Contractor for any difference in cost for the merchandise/service procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

**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: Michael S. Shaw.

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE:

The Ohio Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Rehabilitation and Correction, is seeking bids from qualified Contractors to load, remove, haul, and dispose of the dewatered biosolids generated by the Pickaway Correctional Institution (PCI) Wastewater Treatment Plant (WWTP) at the Orient Correctional Complex, Orient, Ohio (Pickaway County). All dewatered biosolids are to be transported and disposed of off the site of the Orient Correctional Complex.

### II. GENERAL INFORMATION:

#### A. PROJECT LOCATION

The WWTP is located southwest of the Orient Correctional Complex, adjacent to Big Darby Creek. The access road and treatment plant are accessible from State Route 762 and are not inside the security fence surrounding the main complex.

#### B. EXISTING SITE CONDITIONS

1. The existing site plan of the WWTP, including the dewatered biosolids storage building and the other plant components, will be reviewed as part of the site visit. The WWTP is located immediately east of the existing PCI Water Treatment Plant (WTP), and both plants use the same gravel entrance drive. Because of the proximity to the WTP operations, and the existing well field serving the plant, the Contractor shall take all precautions necessary to prevent the spillage of any untreated or treated sludge, stabilization chemicals or any lubricants and fuels during his operations. The WWTP Superintendent or his authorized representative shall have the authority to order the Contractor to cease operations, if fugitive dust becomes a problem, or if a sludge, chemical, fuel, or lubricant accidental spill occurs, requiring immediate attention to eliminate the problem.
  - a. In the event of a spill of any type, it is the responsibility of the Contractor to report the incident to PCI, the local health department, the State Health Department, and the Ohio Environmental Protection Agency (OEPA).
  - b. The Contractor will assume total responsibility for all costs associated with cleanup of any spillage incident.
2. The Contractor shall see to it that his hauling operations do not create a dust problem, or during wet conditions, do not create an unsightly or dangerous condition of mud on the roads, particularly the asphalt portion of the access road.
  - a. The Contractor will be responsible to clean accumulations of mud from the asphalt roadway upon request from PCI WWTP personnel.
  - b. All cleaning of the roadway and/or cleaning of contractor equipment must be done in compliance with OEPA Groundwater Regulations.

#### C. EXISTING SLUDGE STORAGE FACILITIES

There is currently (1) metal building with a reinforced concrete floor and 4 foot high reinforced concrete walls used for sludge storage. Building and location will be reviewed as part of the on site visit. Listed below is the description and size of the storage building.

Dewatered biosolids storage building:

1. Construction completed September 2007.
2. 100 ft. length by 54 ft. width with 18 ft high walls.
3. Building has 2 each 14 ft. by 14 ft. overhead doors.

## SPECIFICATIONS AND REQUIREMENTS

### D. SLUDGE VOLUME PRODUCTION (2004 -2006)

From existing plant records for sludge disposal for the years 2004 thru 2006, the total average output has been approximately 120 dry tons per year. The production total for 2007 was not used in calculating average output. The last quarter of 2007, no sludge was removed from site, but was dewatered and stored in the storage building.

### III. INSTITUTIONAL RESPONSIBILITIES

- A. PCI will provide a Notice of Necessary Information statement, upon request, to validate non-toxic nature of the liquid biosolid waste.
- B. PCI will provide water service in close proximity to the pickup site.
- C. PCI will provide sludge characteristics monitoring as required by NPDES permit for; Ammonia, TKN, Phosphorus, Arsenic, Cadmium, Copper, Lead, Nickel, Zinc, Selenium, Mercury, Molybdenum, % Total Solids, % Volatile Solids, Fecal Coliform, and Dioxin. Sludge characteristics monitoring requirements varies with disposal methods.

### IV. CONTRACTOR GENERAL RESPONSIBILITIES

- A. It shall be the responsibility of the Contractor to provide any and all labor, equipment, materials, and other resources necessary to perform all work as required, except as otherwise indicated in these specifications. Prior to beginning operations, the Contractor shall be responsible for obtaining all applicable permits for biosolid land application.
- B. Under Contract operations, the sludge handling Contractor will decide whether to land apply the sludge, haul the sludge to a local treatment facility for further processing and ultimate disposal, or landfill the sludge. The sludge will be land applied on property obtained by the Contractor. Land application on prison property will not be permitted. The sludge-handling Contractor will be required to either temporarily store the sludge off-site or landfill the sludge, if weather conditions prevent land application longer than the existing seven (7) month maximum storage time of the plant.
- C. The Contractor shall keep and maintain records which will enable the ODRC, as well as the Contractor, to ascertain and determine clearly and accurately the total volume of all biosolids removed from the wastewater treatment plant, application rates and volumes applied per site. The method of record keeping shall be proposed by the Contractor and subject to ODRC approval. Records shall conform to those required under Federal, State, and local regulations relating to biosolids.
- D. It shall be the responsibility of the Contractor to obtain sludge characteristics required beyond those provided by PCI. The Contractor will maintain records of and provide PCI with copies of those records for any sludge characteristic monitored by Contractor.

## SPECIFICATIONS AND REQUIREMENTS

### V. CONTRACTOR SPECIFIC RESPONSIBILITIES

#### A. SCHEDULE FOR TREATMENT AND DISPOSAL

1. The Contractor shall be prepared to remove, treat, load, and dispose of dewatered biosolids from the PCI Wastewater Treatment Plant a minimum of two (2) times a year, with a minimum of 5 and a maximum of 7 months between removal periods.
2. Removal periods shall occur on ten (10) consecutive days.

- B. The Contractor shall be licensed in Pickaway County and other counties as required to handle, remove, haul, and dispose of dewatered biosolids from wastewater treatment plant operation in complete conformance with all local, county, State and Federal regulations concerning the loading, hauling, storage and disposal of the dewatered biosolids meeting 40CFR503 Federal Regulations for a Class B sludge.

#### C. MEASUREMENT AND PAYMENT

1. Where possible the Contractor will use weight tickets to maintain an accurate measurement of wet tons removed from the PCI Wastewater Treatment Plant storage facilities; i.e., disposal by placement in landfill. When a method of disposal such as land application is to be used and the weight ticket system is not applicable the volume of sludge to be removed will be calculated from the PCI process records. (The volume of liquid biosolids dewatered in gallons) times (x) (the percent (%) solids of biosolids prior to dewatering, expressed as a decimal) times (x) (8.34 pounds per gallon) equals (=) pounds of dry biosolids. (Pounds of dry biosolids) divided (/) by (the percent (%) solids of dewatered biosolids expressed as a decimal) divided (/) by (2000 pounds per ton) equals (=) wet tons of dewatered biosolids requiring disposal. When volume to be disposed of is by calculation method, the volume will be agreed upon by Contractor and PCI authorized representative prior to contractor starting work.

When applicable, wet tons shall be calculated according to the following formula:

Step One: (Gallons liquid biosolids) x (% solids expressed as a decimal of biosolids to be dewatered) x (8.34 pounds per gallon) = pounds of dry solids.

Step Two: (Pounds of dry solids) / (% solids as a decimal of dewatered biosolids) / (2000 pounds per ton) = wet tons biosolids.

2. The Contractor will be paid on the unit price bid per wet ton of biosolids removed, treated, hauled, and disposed of off site, as listed in the proposal. The Bid Response price shall be based on a quantity of biosolids to be disposed of, estimated at 600 wet tons per year based on dewatered 20% solids concentration. The % solids concentration will vary; however, solids concentrations from 15% to 25% are anticipated.

### VI. BIDDER QUALIFICATIONS AND SUBMITTALS

As a Bid submittal, each Bidder should provide with their Bid:

- A. A corporate profile letter attesting to the fact that they have not less than five (5) continuous years experience in providing services on projects of similar size and scope for the loading, removal, hauling, and disposal of biosolids.
- B. The Bidder should provide a list of clients that it has served in Ohio over the last five years along with the names of contact persons and their telephone numbers. The Bidder should indicate volume handled per client, as either liquid gallons or dry tons, both per treatment/disposal service and annual volume per client. This list should also indicate the Bidder's capability and experience to both land application and landfill disposal of biosolids.

## SPECIFICATIONS AND REQUIREMENTS

### VI. BIDDER QUALIFICATIONS AND SUBMITTALS (Cont'd)

As a Bid submittal, each Bidder should provide with their Bid:

- C. Each Bidder should include copies of credentials/licenses pertinent to the work being Bid: i.e., licenses for specific job functions for projects involving transportation, storage, and disposal of biosolids. The successful Bidder will be responsible for securing and maintaining all needed permits, licenses, and approvals. Such credentials and licenses shall include, but are not limited to, the following, as applicable:
  - 1. Ohio Department of Agriculture, Division of Animal Industry
  - 2. Ohio Environmental Protection Agency, Division of Surface Water
  - 3. Ohio Department of Health
  - 4. Pickaway County Health Department
  - 5. Commercial Driver's License (CDL) for contractor's vehicle driver
- D. Bidders should also include a statement of understanding and compliance with current revisions of all applicable rules and regulations for the handling, transportation, storage and disposal of biosolids as ordered by the Federal, State, and local health, transportation, and environmental protection authorities. This includes, but is not limited to, rules and regulations generated by the Occupational Safety and Health Administration (OSHA), Federal and State of Ohio Environmental Protection Agency(s) (EPA), Federal and State of Ohio Department(s) of Health (DOH), Federal and State of Ohio Department(s) of Transportation (DOT), Federal and State of Ohio Department(s) of Agriculture (DOA), the Code of Federal Regulations, the Ohio Revised Code, the Ohio Administrative Code, and/or rules and regulations from any other source recognized as a regulatory authority for the treatment, pickup/collection, transport, and disposal of such biosolids.
- E. Bidders should submit with their Bids written documentation of an approved training program that complies with all applicable OSHA, EPA, DOH, DOT and DOA rules, regulations, and standards.
- F. Bidders should submit with their Bids written documentation of spill control procedures in accordance with all Federal, State, and local rules and regulations.
- G. Bidders should submit with their Bids written documentation of sufficient and proper personnel and equipment to load, pickup, transport, and dispose of all biosolids collected from the PCI/WWTP facility.
- H. As part of the bid submittal, bidders should provide:
  - 1. A sludge management site plan for approval by the Ohio Environmental Protection Agency.
  - 2. A list of available land application leases adequate for not less than six (6) months projected sludge volume.
- I. Prior to beginning operations, the successful Contractor must be approved, licensed and bonded in accordance with the rules and regulations of the Pickaway County Board of Health.

# PART B

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICE  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395PRIMARY CONTRACT No.: **OT908508**

## TREATMENT AND DISPOSAL OF LIQUID BIOSOLIDS

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT902511 that opened on 08/06/10. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include 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 Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 09/01/10 and will expire on 04/30/11 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, ROSS CORRECTIONAL INSTITUTION, c/o ROSS CORRECTIONAL INSTITUTION, 16149 STATE ROUTE 104, PO BOX 7010, CHILLICOTHE, OH 45601, 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.

Questions regarding this Supplemental Requirements Contract may be directed to:

Katie Heisler  
katie.heisler@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:



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

Signed: \_\_\_\_\_  
Hugh Quill, Director Date

### SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT908508 effective 09/01/10, or upon the date when DAS signs the contract, whichever is later in time.

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.

INCURRING COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

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. To schedule an appointment, please contact the agency contact person, Mr. Charlie Burton @ (740) 773-1671 or (740) 253-7033. 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.

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 Procurement Services website to post bid related questions at [www.ohio.gov/procure](http://www.ohio.gov/procure). Answers to all Bidder questions will be posted on the Procurement Services 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 inquires 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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will calculate the lot total cost by multiplying the estimated annual requirement in gallons by its corresponding price per gallon of biosolids removed.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total.

PLACEMENT OF ORDERS: Purchase orders for any item(s) listed in a Contract awarded pursuant to this Bid will be placed directly with the successful Contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the Contract.

DELIVERY: Unless otherwise required, treatment and disposal services shall be rendered not less than every sixty (60) calendar days, and not more than every ninety (90) calendar days after receipt of order. Services must be rendered during a ten (10) consecutive day period, weather permitting, during daylight hours. Ross Correctional Institution (RCI) anticipates that biosolids will need to be removed every six (6) months.

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.

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) no more than once every six (6) months 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.

### SPECIAL CONTRACT TERMS AND CONDITIONS

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".

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: Katie Heisler.

#### 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.

AFFIRMATIVE ACTION PLAN: All Contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application. <http://business.ohio.gov/efiling/> Select "Ohio Business Gateway Electronic Filing Login Now".

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE:

The Ohio Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Rehabilitation and Correction, is seeking bids from qualified Contractors to load, remove, haul, and dispose of biosolids generated by the Ross Correctional Institution (RCI) Wastewater Treatment Plant (WWTP) at the Ross Correctional Wastewater Treatment Plant in Chillicothe, OH (Ross County). All biosolids are to be transported and disposed of off the site of the Ross Correctional Institution property. The estimated annual removal requirement is 1,300,000 gallons of biosolids with an average percentage of solids of 2.3%. This estimate is based on historical usage only, and does not guarantee any volume. The number of gallons can increase or decrease by any amount depending on usage.

### II. GENERAL INFORMATION:

#### A. PROJECT LOCATION

The WWTP is located southeast of the Ross Correctional Institution, adjacent to the Scioto River. The access road and treatment plant are accessible from State Route 104 and are not inside the security fence surrounding the main institution.

#### B. EXISTING SITE CONDITIONS

1. The existing site plan of the WWTP, including the biosolids Digester tank and the other plant components, will be reviewed as part of the site visit. Filling of biosolids transport vehicle(s) will be on a concrete pad with a drain located next to the biosolids Thickener building. The Contractor shall take all precautions necessary to prevent the spillage of any untreated or treated sludge, chemicals or any lubricants and fuels during operations. The WWTP Manager, or the authorized representative, shall have the authority to order the Contractor to cease operations, if an accidental sludge, chemical, fuel, or lubricant spill occurs, requiring immediate attention to eliminate the problem.
  - a. In the event of a spill of any type, it is the responsibility of the Contractor to report the incident to RCI, the local health department, the State Health Department, and the Ohio Environmental Protection Agency (OEPA).
  - b. The Contractor will assume total responsibility for all costs associated with the cleanup and labor required for any spillage incident.
2. The Contractor shall see to it that the Contractor's hauling operations do not create a dust problem, or during wet conditions do not create an unsightly or dangerous condition of mud on the roads, particularly the asphalt portion of the access road.
  - a. The Contractor will be responsible to clean accumulations of mud from the asphalt roadway upon request from RCI WWTP personnel.
  - b. All cleaning of the roadway and/or cleaning of contractor equipment must be done in compliance with OEPA Groundwater Regulations.

#### C. EXISTING SLUDGE STORAGE FACILITIES

There are currently two (2) Digester tanks. Biosolids will be removed from the North Digester tank. Digester tank and location can be viewed as part of a site visit. Listed below is the description and size of the Digester tank.

Digester tank:

1. 25 feet high and 73 foot diameter.
2. Biosolids will be removed via a 6 inch line located outside of the Thickener building.

#### D. SLUDGE VOLUME PRODUCTION (2008)

From existing plant records for sludge disposal for the year 2008, the total average annual output was approximately 1,300,000 gallons with an average percentage of solids of 2.3%.

## SPECIFICATIONS AND REQUIREMENTS

### III. INSTITUTIONAL RESPONSIBILITIES

- A. RCI will provide a Notice of Necessary Information statement, upon request, to validate non-toxic nature of the liquid biosolid waste.
- B. RCI will provide water service in close proximity to the loading site.
- C. RCI will provide sludge characteristics monitoring as required by NPDES permit for: Ammonia, TKN, Phosphorus, Potassium, NO<sub>2</sub>, NO<sub>3</sub>, PH, Arsenic, Cadmium, Copper, Lead, Nickel, Zinc, Selenium, Mercury, Molybdenum, % Total Solids, % Volatile Solids, Fecal Coliform and Dioxin. Sludge characteristics monitoring requirements varies with disposal methods.

### IV. CONTRACTOR GENERAL RESPONSIBILITIES

- A. It shall be the responsibility of the Contractor to provide any and all labor, equipment, materials, and other resources necessary to perform all work as required, except as otherwise indicated in these specifications. Prior to beginning operations, the Contractor shall comply with all rules and be responsible for obtaining all applicable permits for biosolid land application as described in Ohio's Sewage Sludge Rules (OAC § 3745.40).
- B. Under Contract operations, the Contractor will decide whether to subsurface inject, belt press and land apply, or landfill biosolids. The biosolids will be subsurface injected or land applied on property obtained by the Contractor and authorized by the Ohio EPA. Biosolids application of any kind on Institution property will not be permitted. The Contractor will be required to either temporarily store the biosolids off-site or landfill the biosolids, if weather conditions prevent land application longer than the existing seven (7) month maximum storage time of the plant.
- C. The Contractor shall keep and maintain records which will enable the ODRC, as well as the Contractor, to ascertain and determine clearly and accurately the total volume of all biosolids removed from the wastewater treatment plant, application rates and volumes applied per site. The method of record keeping shall be proposed by the Contractor and subject to ODRC approval. Records shall conform to those required under Federal, State, and local regulations relating to biosolids.
- D. It shall be the responsibility of the Contractor to obtain sludge characteristics required beyond those provided by RCI. The Contractor will maintain records of and provide RCI with copies of those records for any sludge characteristic monitored by Contractor.

### V. CONTRACTOR SPECIFIC RESPONSIBILITIES

#### A. SCHEDULE FOR TREATMENT AND DISPOSAL

- 1. The Contractor shall be prepared to remove, treat, load, and dispose of biosolids from the RCI Wastewater Treatment Plant a minimum of two (2) times a year, with a minimum of six (6) and a maximum of seven (7) months between removal periods.
  - 2. Removal periods shall occur on ten (10) consecutive days, weather permitting.
  - 3. The Contractor must provide RCI WWTP with a record of each load removed in a daily log. The log will contain Date, Time, Gallons loaded, Name and Number of Ohio EPA field, Number of loads, and Gallons of biosolids applied to each field per acre. If biosolids are taken to a landfill, then the Ohio EPA field name, field number and gallons applied per acre are not required.
- B. The Contractor shall be licensed in Ross County and other counties as required to handle, remove, haul, and dispose of biosolids from wastewater treatment plant operation in complete conformance with all local, county, State and Federal regulations concerning the loading, hauling, storage, injecting, surface applying and disposal of the biosolids meeting 40CFR503 Federal Regulations for Class B sludge and OAC § 3745.40.

SPECIFICATIONS AND REQUIREMENTS

C. MEASUREMENT AND PAYMENT

1. During the removal of biosolids the Contractor shall use a flow meter calibrated to U.S. gallons, or the manufacturer's listed tank capacity in U.S. gallons of the transfer vehicle.
2. The Contractor will be paid on the unit price bid per gallon of biosolids removed, treated, hauled, and disposed of offsite, as listed in the proposal. The price bid shall be based on an estimated quantity of biosolids to be disposed of. The % solids concentration will vary; however, solids concentrations from 2.0% to 3.0% are anticipated.

VI. BIDDER QUALIFICATIONS AND SUBMITTALS

- A. Bidder must maintain all permits and/or licenses required to perform the prescribed duties pursuant to this Bid, i.e. licenses for specific job functions for projects involving transportation, storage and disposal of biosolids. The successful Bidder will be responsible for securing and maintaining all needed permits, licenses and approvals, and copies shall be made available to the Ohio Department of Administrative Services and/or RCI upon request.
- B. Bidder must provide a corporate letter attesting to the fact that the Bidder has not less than three (3) continuous years experience in providing services on projects of similar size and scope for the loading, removal, hauling, and disposal of biosolids. The letter must include a list of clients served in Ohio over the last three (3) years along with the names of contact persons and telephone numbers. This letter must also indicate the Bidder's capability and experience with both land application and landfill disposal of biosolids.
- C. Bidder must provide written documentation of the company's spill control procedures in accordance with all Federal, State, and local rules and regulations.
- D. Prior to beginning operations, the successful Bidder must be approved, licensed and bonded in accordance with the rules and regulations of the Ross County Board of Health.

PRICE SCHEDULE

PICKAWAY CORRECTIONAL INSTITUTION

OAKS ITEM ID	DESCRIPTION OF SERVICE	ESTIMATED ANNUAL REQUIREMENT (WET TONS OF DEWATERED BIOSOLIDS)	PRICE PER WET TON OF DEWATERED BIOSOLIDS
9894	LOADING, REMOVAL, AND DISPOSAL OF DEWATERED BIOSOLIDS GENERATED BY THE PICKAWAY CORRECTIONAL INSTITUTION WASTEWATER TREATMENT PLANT	600 WET TONS BASED ON AN AVERAGE DEWATERED PERCENT (%) SOLIDS OF 20	\$ 23.99*

COST ELEMENTS	AS A PERCENTAGE, DEFINE EACH COST ELEMENT THAT CONTRIBUTES TO THE COST PER GALLON
Equipment	22%
Labor	46%
Fuel	23%
Permits & Licenses	9%
Landfill Cost	N/A
Land Leases	N/A

LANDFILL NAME AND ADDRESS: N/A

CURRENT ACTUAL LANDFILL COST PER TON CHARGED TO THE CONTRACTOR: \$ N/A

\*Price decrease of 5% through contract term.

\*\* ROSS CORRECTIONAL INSTITUTION

OAKS ITEM ID #	DESCRIPTION OF SERVICE	PRICE PER GALLON OF BIOSOLIDS
18099	Loading, removal and disposal of Biosolids generated by the Ross Correctional Institution Wastewater Treatment Plant. (No other fees will be allowed outside of those stated here)	\$ 0.039 per gal.

COST ELEMENTS	AS A PERCENTAGE, DEFINE EACH COST ELEMENT THAT CONTRIBUTES TO THE COST PER GALLON
Equipment	33%
Labor	33%
Fuel	33%
Permits & Licenses	1%
Landfill Cost	0%
Land Leases	0%

LANDFILL NAME AND ADDRESS, IF APPLICABLE: NONE

CURRENT ACTUAL LANDFILL COST PER TON CHARGED TO THE CONTRACTOR: \$ NONE

\*\* Indicates the addition of services for Biosolids Disposal at Ross Correctional Institution

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



0000083233  
Synagro Central, LLC  
435 Williams Court \*\*  
Baltimore, MD 21220 \*\*

CONTRACT NO.: OT908508-1 (04/30/13) \*  
Service for Pickaway Correctional Complex

CONTRACT NO.: OT908508-2 (04/30/13) \*  
Service for Ross Correctional Institution

TERMS: Net 30 Days

Maryland Corporate Headquarters  
Toll Free: (800) 825-5698  
Telephone: (443) 490-9000 \*\*  
Fax: (413) 489-9042 \*\*

REMIT TO ADDRESS

0000083233  
Synagro Central, LLC  
c/o Bank of America  
012628 Collection Center Drive  
Chicago, Illinois 60693

PICKAWAY CORRECTIONAL COMPLEX

CONTRACTOR'S CONTACT

Willy Rawson \*\*  
Operations Manager \*\*  
Synagro Central, LLC  
11524 State Road 43 East \*\*  
Amsterdam, OH 43903 \*\*

Telephone: (740) 543-3098 \*\*  
Cell: (330) 353-0290 \*\*  
Fax: (740) 543-3355 \*\*  
E-Mail Address: [wrawson@synagro.com](mailto:wrawson@synagro.com) \*\*

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

Email to: [sgregory@synagro.com](mailto:sgregory@synagro.com) \*\*

ROSS CORRECTIONAL INSTITUTION

CONTRACTOR'S CONTACT

Richard Darnall \*\*  
Area Sales Manager \*\*  
Synagro Central, LLC  
Midwest Regional Office \*\*  
4343 Infirmary Road \*\*  
Miamisburg, OH 45342 \*\*

Telephone: (937) 384-0669 \*\*  
Cell: (513) 939-7017 \*\*  
Fax: (937) 384-0674 \*\*  
E-Mail Address: [rdarnall@synagro.com](mailto:rdarnall@synagro.com) \*\*

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

Email to: [sgregory@synagro.com](mailto:sgregory@synagro.com)

\* Indicates a mutual 12 month renewal effective 05/01/12 through 04/30/13.

\*\* Indicates updates to Contractor address and contact information.

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
5	04/30/13	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 04/30/13. Thereafter, agency shall procure their needs for these supplies/services in accordance with Ohio Revised Code Section 125.05. A new soliciation will be issued in the near future.
4	05/01/12	This amendment is issued to mutually renew the Contract for its final 12 months effective 05/01/12 through 04/30/13. Additionally, address and contact information was updated.
3	05/01/11	This amendment is issued to indicate a mutual agreement for a 12 month renewal through 04/30/12.
2	09/01/10	This amendment is issued to indicate the addition of Part B to the Contract for Biosolids Disposal at Ross Correctional Institution, and also indicates repagination of the Contract.
1	07/17/09	Issued due to a price decrease of 5% through the contract term.