

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

REQUIREMENTS CONTRACT: ASBESTOS WASTE: CONTAINER RENTAL, PICKUP & DISPOSAL - STATEWIDE FROM OPI ASBESTOS ABATEMENT PROJECT SITES

CONTRACT No.: OT908808

EFFECTIVE DATES: 06/01/08 to 03/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908808 that opened on 05/28/08. 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 Penal Industries, Industrial Training Program, 1222 McKinley Blvd., Columbus, OH 43222, 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:

Michael S. Shaw, CPPB
michael.shaw@das.state.oh.us

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



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

Signed: _____
Hugh Quill, Director Date _____

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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.

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

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.

DESCRIPTIVE LITERATURE: The Bidder shall submit descriptive literature of the supplies or services being offered as part of their Bid Response. The literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. 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 as part of their Bid Response 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 determine the low lot total cost of the Bid for each of the five (5) OPI Bid Districts. For each OPI Bid District, the State will use the following formula to calculate the annual cost for container rental and disposal service:

40 CUBIC YARD ROLL OFF CONTAINERS FOR FRIABLE/REGULATED ASBESTOS WASTE: [(monthly container rental cost) X (12 months/year) X (estimated # of container pickups/year per OPI Bid District)] + [(cost per container per pickup) X (estimated # of container pickups/year per OPI Bid District)] + [(flat rate disposal fee for the container) X (estimated # of containers per OPI Bid District)] = annual cost per OPI Bid District.

40 CUBIC YARD ROLL OFF CONTAINERS FOR NON-FRIABLE/REGULATED ASBESTOS WASTE: [(monthly container rental cost) X (12 months/year) X (estimated # of container pickups/year per OPI Bid District)] + [(cost per container per pickup) X (estimated # of container pickups/year per OPI Bid District)] + [(per ton landfill disposal fee) X (estimated 12 tons per pickup) X (estimated # of containers per OPI Bid District)] = annual cost per OPI Bid District.

For calculation purposes, the estimated # of container pickups/year for friable/regulated and non-friable/regulated is 10 units. As noted in Bid Section VIII, the total estimated usage per Bid District is a total of 20 units per year.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT AWARD: The Contract will be awarded by low lot total cost to the lowest responsive and responsible Bidder by OPI Bid District. Failure to bid all items within a Bid District may result in the Bidder being deemed as not responsive and no further consideration given for potential awarding 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.

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.

SPECIAL CHARGES: There shall be no assessment, surcharges, 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 will provide goods/services at applicable rates as indicated in their Bid Response.

SPECIAL CONTRACT TERMS AND CONDITIONS

AUTOMOBILE LIABILITY: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub-Contractor, who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility. Reference the insurance coverage limits required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13.

PROFESSIONAL LIABILITY: Each Bidder must carry general liability insurance with limits of not less than five hundred thousand (\$500,000.00) dollars for any one occurrence and five million (\$5,000,000.00) dollars per year aggregate annually. Certificates of insurance showing the types of coverages should be submitted with the Bid. In addition to the certificates of insurance, providing the Bidder does not currently carry the amount of coverages specified above, the Bidder should submit 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. The Bidder will be required to provide the said certificate/letter within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide the certificate within the stated time period will result in the Bidder being deemed as not-responsive.

BIDDER CERTIFICATIONS: Each Bidder should provide, with their Bid Response, a corporate profile letter attesting to the fact that they have not less than three years experience in providing services on projects of similar size and scope. Additionally each Bidder should provide at least three client references, contact names, and telephone numbers to validate projects of similar size and scope. Each Bidder should include copies of credentials/licenses pertinent to the work being bid: i.e., licenses for specific job functions for projects involving asbestos products.

Bidders should also include a statement of understanding and compliance with current revisions of all applicable rules and regulations for the removal, containment, and disposal of asbestos and lead based products as ordered by the Federal, State, and local health and environmental protection authorities. This includes, but is not limited to, rules and regulations generated by the Office of Housing and Urban Development (HUD), the Occupational Safety and Health Administration (OSHA), Federal and Ohio Environmental Protection Agency(s) (EPA), and the Federal and Ohio Department(s) of Health (DOH). The Bidder will be required to provide the said letter/documentation within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide the letter/documentation within the stated time period will result in the Bidder being deemed as not-responsive.

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.

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.

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 Shaw.

Additional reporting requirements are listed in the Specifications and Requirements, Section IV, Item B, Section V, Items C and D, and Section VII, Items A and D. Said reports shall be forwarded as required, or at a minimum frequency not exceeding every thirty (30) days, to Ohio Penal Industries, Industrial Training Program, 868 Freeway Drive, Columbus, Ohio 43229, Attn: Robert Hawkes, Industry Manager.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

The Department of Administrative Services, Office of Procurement Services is seeking a Contractor to provide waste pickup/disposal services for the Department of Rehabilitation and Correction (DRC), Ohio Penal Industries (OPI). This service will be provided at OPI asbestos abatement project sites throughout the State. The services shall include rental of forty (40) cubic yard enclosed roll-off container(s), collection, transportation, and proper disposal of the collected materials. Service Contracts will be awarded based on five separate multi-county OPI service areas that are generally referred to as the Central, Northeast, Northwest, Southeast, and Southwest Districts.

Rental will be inclusive of all necessary maintenance and repair to maintain all equipment in a fully functional status. OPI will require availability of enclosed forty (40) cubic yard roll-off container(s). Removal/disposal service will be on an on-call basis with service to be performed within twenty-four (24) hours of notice. Disposal must be to a landfill appropriate for the asbestos waste materials involved

It will be the responsibility of the any awarded Contractor to maintain all necessary credentials, permits, and licenses as required to perform their prescribed duties under any Contract awarded pursuant to this Bid. All individuals representing the Contractor must hold the applicable credentials/licenses for the job function to which they are assigned by the Contractor. Copies of such corporate and individual credentials and licenses must be available for review by requesting authorities.

It will be the responsibility of the any awarded Contractor to prepare, file, and maintain records of all necessary documentation, records, and/or reports as required by Federal, State, and local regulatory authorities. Copies of such reports, records, and/or documentation must be forwarded to OPI and must also be available for review by requesting authorities.

II. PROJECT BACKGROUND

The overall objective of the OPI abatement program is to assess/develop/execute programs for the containment, removal, and disposal of asbestos contaminated products from public facilities and DRC institutions throughout the State. OPI projects will generate hazardous waste materials, which will be collected for proper disposal. . OPI may elect to either sort friable and non-friable materials into separate containers or to combine all materials for disposal as friable material.

A. The Project Consultant:

OPI or a properly credentialed third party will function as the Project Consultant (the Consultant). They will provide initial risk assessment, handle sampling and testing, perform project design for remediation efforts, and will provide project oversight of the Construction Contractor and Refuse Contractor on behalf of the State. The Consultant will also be responsible for clearance testing at the completion of the project. The Consultant will be responsible for monthly assessment reports of overall project status.

B. The Construction Contractor:

OPI or a properly credentialed third party will function as the Construction Contractor. They will perform all work functions necessary to properly execute the remediation efforts prescribed by the Consultant's project design scope of work for each project. The Construction Contractor's duties will include, but are not limited, all efforts necessary for the containment, prior to removal and disposal, of asbestos and/or lead contaminated materials generated by their remediation/construction efforts. All materials and debris will be sorted and contained by like-kind type until receipt of a laboratory report confirms the contaminated/non-contaminated status of the materials/debris. The Construction Contractor is responsible for preparing the shipping manifest (Waste Shipment Record) for transfer of material to the Refuse Contractor. Copies of the shipping manifest must be made available to the Consultant and to the Refuse Contractor.

SPECIFICATIONS AND REQUIREMENT

C. The Refuse Contractor:

The Refuse Contractor services will include container rental, pickup/collection, and disposal. Rental is inclusive of all necessary maintenance and repair to maintain all equipment in a fully operational status. The Contractor is responsible for maintaining all necessary permits and licenses to provide disposal service. The Refuse Contractor will be responsible for sample testing prior to proper disposal of contaminated materials originating from the project site.

Upon receipt of a laboratory report confirming the contaminated/non-contaminated status of the materials/debris, the Refuse Contractor is responsible for arranging disposal in compliance with applicable Federal, State, and local rules, and regulations for each specific type of material/debris. Proper documentation of disposal must be maintained and must be available on the project site for review by requesting authorities. Copies of the disposal documentation must be made available to the Consultant and to the Construction Contractor.

III. SUPPLEMENTAL OVERVIEW OF PROJECT RESPONSIBILITIES

- A. Authorized agents of State institutions or facilities will contact the Consultant to initialize a project. The State's agent will provide a purchase order to the Consultant to begin a series of pre-specified tasks: asbestos survey work and testing; project design; contract administration and on-site monitoring of the remediation process.
 - 1. The Consultant will provide the facility with an in-depth assessment of risk factors.
 - 2. The Consultant will develop a comprehensive, itemized scope of work for successful containment or removal and disposal of asbestos contaminated products.
 - 3. For project tasks involving asbestos abatement, demolition, and/or construction, the facility will issue a purchase order to the Construction Contractor to perform a series of specified tasks as prescribed by the Consultant's comprehensive scope of work.
 - 4. For project tasks involving the pickup, transport, and disposal of contaminated waste, the institution will contact the awarded Refuse Contractor.
 - 5. The facility will issue a purchase order to the Refuse Contractor to perform a series of specified tasks as prescribed by the Consultant's comprehensive scope of work.
- B. For all tasks involving asbestos materials, the Consultant and the Construction Contractor must maintain compliance with all applicable Federal, State, and local regulations, including but not limited to:
 - 1. AHERA Regulations – 40 CFR 763, Subpart E, administered by EPA
 - 2. NESHAP Regulations – 40 CFR 61, Subparts A and M, administered by EPA
 - 3. OSHA Construction Industry Standard – 29 CFR 1926.1101, administered by OSHA
 - 4. National Institute of Occupational Safety and Health (NIOSH) Method 7400
 - 5. Ohio Administrative Code OAC Chapter 3701-34

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- C. The Consultant and the Construction Contractor shall be responsible for assuring that the removal of all asbestos containing materials is conducted in compliance with all State and Federal statutes and regulations. Such statutes and regulations include, but are not limited to, the most recent revision of the following and/or other applicable rulings:
1. U.S. Department of Labor, Occupational Safety and Health Administration, including but not limited to:
 - a. 29 CFR 1926.1101 Occupational Exposure to Asbestos
 - b. 29 CFR 1910.134 Respiratory Protection
 - c. 29 CFR 1926 Construction Industry
 - d. 29 CFR 1910.2 Access to Employee Exposure and Medical Records
 - e. 29 CFR 1926.59 Hazard Communication
 - f. 29 CFR 1910.145 Specifications for Accident Prevention Signs and Tags
 2. U.S. Environmental Protection Agency including, but not limited to:
 - a. 40 CFR 61 Subparts A and M National Emission Standard for Hazardous Air Pollutants
 - b. 40 CFR 763.117 and 763.302 Notification Requirements; Reportable Quantity Adjustments
 - c. 40 CFR 763 Subpart E Asbestos Containing Materials in Schools
 3. U.S. Department of Transportation including, but not limited to:
49 CFR Parts 171, 172, and 387 Hazardous Substances
 4. State of Ohio Requirements
 - a. Ohio Basic Building Code
 - b. Ohio Administrative Code Chapter 3701-34 Asbestos Hazard Abatement
 - c. Ohio Administrative Code Chapter 3745-20 Lead Hazard Abatement
 5. The Construction Contractor shall be responsible for the separation, containment, and/or storage of all possible contaminated debris and related waste materials generated by remediation efforts until the contaminated status of said material is confirmed by laboratory test results.
 - a. Comply with current regulations outlined in the Resource Conservation and Recovery Act (RCRA), Subtitles C and D.
 - b. Comply with HUD recommended management practices for abatement waste.
 - c. As applicable, obtain a hazardous waste storage permit.
 - d. Maintain waste storage containers or tanks in compliance with 40 CFR 265, Subpart I or J.
 - e. It will be the Contractor's responsibility to warrant that any third party Sub-Contracted to store or transport to storage any possible asbestos/lead contaminated materials has likewise fulfilled all licensing requirements of all State and Federal statutes and regulations.
 6. The Construction Contractor shall be responsible for preparing a shipping manifest of all materials subject to disposal:
 - a. Complete Waste Shipment Record as required by 29 CFR 61, Subpart M.
 - b. Complete Uniform Hazardous Waste Manifest for release of hazardous waste for transport.
 - c. Properly package and label hazardous waste according to U.S. DOT regulations.
 - d. Obtain a Generator Identification Number before shipping hazardous waste offsite.
 7. The Construction Contractor must provide documentation of project task completion status; related laboratory test results, shipping manifests, and other project related documents to the Project Consultant on not less than a monthly basis.

SPECIFICATIONS AND REQUIREMENTS

IV. REFUSE CONTRACTOR QUALIFICATIONS AND RESPONSIBILITIES

A. Refuse Contractor Qualifications

1. Must hold applicable credentials and/or licenses for the specific asbestos related task: Must, upon request, provide copy(s) of applicable credentials/licenses for all corporate personnel rendering services under any Contract awarded pursuant to this Bid.
2. Must maintain professional liability insurance in specified amounts.
 - a. Must be compliant with Section 153.7 of the Ohio Revised Code, or its current revision.
 - b. Must provide copy of current professional liability insurance as specified in this Bid.
3. Must have disposal access to a State licensed or permitted solid waste management facility designated for solid hazardous waste as defined by, but not limited to, any of the following characteristics:
 - a. Toxicity as defined by 40 CFR 261.24
 - b. Corrosivity as defined by 40 CFR 261.22
 - c. Ignitability as defined by 40 CFR 261.21
 - d. Reactivity as defined by 40 CFR 261.23
 - e. Listed Waste as defined by 40 CFR 261.31 through 261.33
4. All asbestos and asbestos contaminated materials must be deposited into an EPA approved landfill registered to accept asbestos containing materials in compliance with 40 CFR Part 61.

B. Refuse Contractor Specific Responsibilities

1. Contractor must maintain compliance with all applicable Federal, State, and local regulations pertaining to the collection/pickup, transport, and disposal of materials contaminated by asbestos/lead and/or other defined hazardous wastes. Such compliance may include, but is not limited to, regulations issued by Federal and State Environmental Protection Agencies, Housing and Urban Development, State and local departments of health, Occupational Safety and Health Administration, the Ohio Revised Code, the Ohio Administrative Code, or rules and regulations from any other source recognized as a regulatory authority for the pickup/collection, transport, and disposal of such waste materials.

Such statutes and regulations include, but are not limited to, the most recent revision of the following and/or other applicable rulings:

- a. U.S. Department of Labor, Occupational Safety and Health Administration, including but not limited to:
29 CFR 1910.1001
 - b. U.S. Environmental Protection Agency including, but not limited to:
40 CFR 61
40 CFR 763 Subpart E
 - c. U.S. Department of Transportation including, but not limited to:
49 CFR Parts 171 and 172
 - d. State of Ohio Requirements
Ohio Administrative Code Chapter 3701-34
Ohio Administrative Code Chapter 3745-20
2. Contractor must sample collected waste materials and secure test results from an accredited laboratory.
 - a. Communicate test results to the Construction Contractor and to the Consultant via appropriate documentation.
 - b. Maintain three-year retention of reports, manifests, and test records.
 3. Contractor must provide documentation of project task completion status; related laboratory test results, shipping manifests, and other project related documents to the Project Consultant on not less than a monthly basis.

SPECIFICATIONS AND REQUIREMENTS

V. INSTITUTIONAL SPECIFICATIONS FOR REFUSE CONTRACTOR SERVICES

A. Typical Time(s) of Service for OPI Project Sites:

The Contractors' truck shall be at the DRC institution between 8:00 A.M. and 11:00 A.M. and/or 1:00 P.M. and 3:00 P.M. for pickups inside the perimeter security fence. Pickup inside the perimeter security fence will be permitted only in the following manner: (1) Contractor may enter the grounds only between 8:00 A.M. and 11:00 A.M. or between 1:00 P.M. and 3:00 P.M.; (2) Contractor shall limit the time spent within the perimeter fence to the minimum amount of time required to either pickup or switch out the containers; (3) Contractor must make every effort to be exited from the sally-port no later than either 11: A.M. or 3:00 P.M., when the inmate count begins; (4) Contractor will be released to leave only when the inmate count is completed and all inmates are accounted for; (5) it is anticipated that inmate count will typically require thirty (30) minutes or less. Trucks and Contractor employees will be subject to search when both entering and/or leaving the institution. Pickup days shall be either scheduled service or on an on-call basis, at the institution's request. The institution may provide a staff employee for escort with the truck to all areas requiring service. Bidders please note that in the event of fog, escape, or any other unforeseeable incident(s), the Contractor may be asked to return at a later time. Additionally, the Contractor may be detained, if an unforeseeable incident occurs while the Contractor is within the facility perimeter. The State is not responsible for any additional charges resulting from such rescheduling or detention of the Contractor, its representative, or its equipment.

For OPI projects sited at facilities other than correctional facilities, pickups will be on an on-call basis at times to be arranged for mutual convenience and access to the site.

B. Frequency of Pickup:

It is the State's option to determine the location of the container(s) on the institutional grounds and to declare the service frequency as an on-call basis or scheduled service with the required number of pickups per week. Contractor will be notified of need for pickup two (2) days in advance of requested on-call date, or as mutually agreed to by the institution and the Contractor. In the event of an institutional emergency situation, the Contractor shall provide equipment/disposal service within twenty-four hours of notification. The Contractor will coordinate all normal schedules and schedule changes for pickup services by calling the institution business office.

C. Documentation of Disposal:

1. The Uniform Hazardous Waste Manifest must be returned within thirty (30) days, signed by the hazardous waste facility.
2. Upon return from landfill disposal of non-friable/regulated material, the Contractor's representative shall provide the facility with a copy of the landfill receipt, showing actual tonnage transported to the landfill. This receipt copy should be given to the staff employee escorting the driver within the institution. An additional copy of the landfill receipt must accompany the invoice. Invoices without landfill receipt documentation will not be honored for payment.

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D. Equipment Specifications

Collection containers are required to be enclosed forty (40) cubic yard roll-off containers as specified by the institution for the applicable collection of asbestos contaminated construction waste. All containers should be constructed according to industry best practice standards with design features according to intended end-use application. Examples of minimal features include, but are not limited to:

1. Construction of prime structural steel sheet, plate, channel, and tubing.
 - a. Shell construction of gauge steel gauge appropriate to rated performance capacity.
 - b. Floor and side (vertical and longitudinal) supports, cross member gussets, corner post reinforcements, as appropriate to rated performance capacity.
 - c. All lid and door openings reinforced with tubing and structural channel plus bar stock hinges as appropriate to rated performance capacity.
 - d. Pickup hook of 1/2" bar stock, or as appropriate to rated performance capacity.
 - e. Caster pads with casters or bump pads as appropriate to installation requirements.
2. Grease fittings for all moving parts.
3. All access doors must be lockable.

F. Warranties, Preventive Maintenance, Repair

Installation, preventative maintenance and/or repair service will be the responsibility of the Contractor.

1. Such warranty will be all inclusive of all costs incurred for preventive maintenance and repairs during the Contract term.
2. Repair service will be performed within twenty-four (24) hours of agency notification.

VI DEFINITIONS AND GENERAL REQUIREMENTS FOR REFUSE CONTRACTOR:

- A. Contractor: The successful Contractor who shall be responsible for providing the specified types and quantities of waste containers and waste removal/disposal services as stated in the requirements herein.
- B. Waste: Shall be defined as accumulated contaminated construction debris, and other miscellaneous contaminated refuse matter resulting from asbestos remediation/construction projects within the facility.
- C. Institution: Shall be the facility that is to receive the trash container(s) and trash removal services from the Refuse Contractor.
- D. Frequency of Trash Pickup Schedule: The use of this term in this Contract shall be defined to mean a truck and a driver going to pickup locations to remove all accumulated waste per the institution's specifications and/or on-call notice. Additional pickup/disposal services, requested by the facility, shall be supplied within one (1) working day after receipt of order.
- E. Cost per Container: For the forty (40) cubic yard enclosed roll-off units, this shall be defined as the per pickup charge which includes transport from the designated State facility to a State licensed or EPA permitted hazardous waste landfill in compliance with 40 CFR Part 61.
- F. Number of Containers: Contractor shall supply the number of containers as specified. Contractor shall be able to supply additional containers and pick up service upon request should the volume of waste increase. Contractor shall remove at the request of the State any unnecessary containers should the volume of waste decrease. Any additional containers supplied shall be at the Bid quoted price. Additional rental containers, requested by the facility, shall be supplied and/or removed within two (2) working days after receipt of order.

SPECIFICATIONS AND REQUIREMENTS

- G. Containers:
1. Shall be suitable for containing the previously defined waste. All container(s) shall be constructed so that the average size person can reach the necessary opening(s) to deposit waste.
 2. Contractor will be responsible for keeping the containers clean and in good repair. Contractor shall wash, steam clean as necessary, paint, and repair any and all containers on a regular basis to meet sanitary codes and regulations.
 3. Damaged containers/container parts must be repaired/replaced by the Contractor within seven working days, upon agency request.
- H. Equipment Maintenance: For all rental units, the Contractor shall assume all maintenance costs, travel, parts and labor, to provide preventive maintenance and all necessary repairs to maintain the equipment in a fully operational condition.
- I. Equipment, Supplies and Manpower: The Contractor shall furnish all equipment, supplies and manpower required to provide the complete refuse services as specified herein.
- J. Site Clean Up: Contractor shall clean up any spillage, or loose waste that may be around the container or may result when emptying the trash container. Rake/broom clean areas if necessary to remove all waste. Contractor shall carry rakes and brooms on trucks.
- K. Damages: Any damage sustained to the State's property as a result of the Contractor or their representatives shall be replaced by the Contractor in like kind, at no cost to the State.
- L. Security: The Contractor and/or designated representatives shall comply with any and all security policies and security procedures at the agency during the performance and delivery of said services.
- M. Disposal of Trash: Contractor shall provide hauling and disposal services for refuse from the awarded State facility. Contractor shall not use any part of the facility for dumping or storing waste.
1. All asbestos and asbestos contaminated materials must be deposited into an EPA approved landfill registered to accept asbestos containing materials in compliance with 40 CFR Part 61.
 2. Contractor collection/transport procedures and landfill operations must be in compliance with all applicable regulations of the Local County Health Department, Local County Solid Waste Management District, the Ohio Environmental Protection Agency, the Federal Environmental Protection Agency, or other applicable regulating agency.
 3. The Contractor must provide the name and address of the landfill(s) receiving the institution waste. The Contractor must also declare the actual landfill cost per ton charged to the Contractor for the institution waste.
- N. Holidays: Should any normal pickup and delivery day coincide with a State holiday, then the pickup of trash/refuse shall be made on the preceding or succeeding day as determined by the institution. The Contractor will be notified of the holiday schedule twenty-four (24) hours in advance, or as mutually agreed to by both parties.
- O. Turn Around Time: As required, the waste receptacle shall be removed, emptied, and reinstalled within a three (3) hour time span on the day of the pickup.
- P. Inclement Weather Conditions: Should deep snow, or other severe weather conditions prevent trash pickup as scheduled, pickup shall be accomplished during the next normal workday.

SPECIFICATIONS AND REQUIREMENTS

VII. PRICING STRUCTURE FOR BID SUBMISSIONS/CONTRACT INVOICING

The Refuse Contractor:

- A. The Refuse Contractor services will be priced according to the following schedule:
1. Monthly rental charge will include all costs associated with placement of the equipment on site, preventive maintenance, repair parts, and all labor associated with maintaining the equipment in full operational status. No additional taxes, fees, or charges above the monthly rental charge will be charged to the State for any reason.
 2. Disposal services for friable/regulated materials listed on the Bid Price Page, as being "per flat rate" will be priced by the Contractor with a singular price reflective of the required disposal service. This is an all-inclusive disposal cost price, and unless otherwise noted on the Bid Price Page, no other Contractor charges will be considered valid. As applicable, "per pickup" charges may be used in addition to "per flat rate" charges for friable/regulated materials.
 3. Disposal services for non-friable/regulated materials listed on the Bid Price Page, as being "per ton" charges will be priced with a singular price reflective of the required disposal service. Unless otherwise noted on the Bid Price Page, this is an all-inclusive disposal cost price. "Per ton" cost is to be assessed according to landfill weigh-slip tonnage. Unless otherwise noted on the Bid Price Page, no other Contractor charges will be considered valid. As applicable, "per pickup" charges may be used in addition to "per ton" charges for non-friable/regulated materials.
 4. The institution will determine placement location(s) of containers. Any additional units, required by a facility on a short-term basis, shall be furnished at the Contract rate. Any surplus units, as determined by the facility, will be removed by the Contractor within two (2) working days of notification by the facility.
- B. Pricing will be given for pickup/collection, transport, and disposal of contaminated materials: asbestos or having defined hazardous waste characteristics. Pricing will be given for friable/regulated and non-friable/regulated materials.
- C. The Refuse Contractor may list a per hour charge for transportation of Hazardous Waste to an EPA Approved Landfill that is in excess of 20 miles from the construction site.
- D. Costs for laboratory tests shall be paid by the State at the exact cost of the test. Contractor shall only charge the appropriate hourly rate for sample collection and processing. Copies of laboratory invoices must accompany the Contractor's invoice for payment by the State.

SPECIFICATIONS AND REQUIREMENTS

VIII. OPI BID DISTRICT COUNTIES AND PROJECTED ANNUAL CONTAINER REQUIREMENTS

Central District	Northeast District	Northwest District	Southeast District	Southwest District
Counties:	Counties:	Counties:	Counties:	Counties:
Delaware	Ashtabula	Allen	Adams	Brown
Fairfield	Carroll	Ashland	Athens	Butler
Fayette	Columbiana	Auglaize	Belmont	Champaign
Knox	Cuyahoga	Crawford	Coshocton	Clark
Licking	Geauga	Defiance	Gallia	Clermont
Madison	Holmes	Erie	Guernsey	Clinton
Morrow	Lake	Fulton	Harrison	Darke
Pickaway	Lorain	Hancock	Hocking	Greene
Union	Mahoning	Hardin	Jackson	Hamilton
	Medina	Henry	Jefferson	Highland
	Portage	Huron	Lawrence	Logan
	Stark	Lucas	Meigs	Miami
	Summit	Marion	Monroe	Montgomery
	Trumbull	Mercer	Morgan	Preble
	Wayne	Ottawa	Muskingum	Shelby
		Paulding	Noble	Warren
		Putnam	Perry	
		Richland	Pike	
		Sandusky	Ross	
		Seneca	Scioto	
		Van Wert	Tuscarawas	
		Williams	Vinton	
		Wood	Washington	
		Wyandot		
20 UNITS **				
ENCLOSED 40 C.Y.				
ROLL-OFF UNITS				

* ESTIMATED TOTAL ANNUAL USAGE, INCLUDING SWITCHOUTS, FOR ASBESTOS CONTAMINATED WASTE.

** NOTICE TO BIDDERS: FOR CALCULATION PURPOSES ONLY, THE STATE WILL USE 10 UNITS EACH FOR FRIABLE/REGULATED AND NON-FRIABLE REGULATED CONTAINERS. THE ACTUAL USAGE MY VARY.

PRICE SCHEDULE

Notice: Pricing is applicable to all OPI Bid Districts: Central, Northeast, Northwest, Southeast, and Southwest.

Flat rate pricing includes all transportation costs, container rental, container delivery/pickup, and disposal in an approved landfill.

Flat rate pricing per container size is the same for both friable/regulated asbestos and non-friable/non-regulated asbestos.

Solid waste district and/or county surcharges are included in the flat rate price.

Alternative size roll off containers are also available at flat rate pricing.

ALL OPI DISTRICTS				
OAKS ITEM CODE	DESCRIPTION	MONTHLY RENTAL COST	DELIVERY & PICKUP COST	PER EACH: FLAT RATE CONTAINER DISPOSAL COST
13379	ENCLOSED 40 C.Y. ROLL-OFF FOR ASBESTOS WASTE	NO CHARGE	NO CHARGE	\$ 2,600.00
13380	ENCLOSED 30 C.Y. ROLL-OFF FOR ASBESTOS WASTE	NO CHARGE	NO CHARGE	\$ 2,000.00
13381	ENCLOSED 20 C.Y. ROLL-OFF FOR ASBESTOS WASTE	NO CHARGE	NO CHARGE	\$ 1,600.00

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CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT908808-1 (03/31/11)



0000143476
Estell Enterprises dba
No Better Kontainer Services
8495 Chillicothe – Lancaster Road
Amanda, OH 43102

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: As specified

CONTRACTOR CONTACT: Gary Estell

Telephone: (937) 414-0173
E-mail: garyestell63@yahoo.com

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: E-mail to: garyestell63@yahoo.com

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SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	02/01/11	This amendment is issued to advise that this Contract will not be renewed beyond the current expiration date of 03/31/11. Thereafter, the using agency will utilize its Direct Purchase Authority in accordance with ORC 125.05 to obtain service.