

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

REQUIREMENTS CONTRACT: RECYCLING OF HAZARDOUS WASTE

CONTRACT No.: RS900011

EFFECTIVE DATES: 07/01/10 to 06/30/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900011 that opened on 05/19/10. 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 all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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:

Katie Heisler
katie.heisler@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

Where applicable, the following Terms and Conditions supersede any Standard Terms and Conditions shown in this bid.

SUPPLEMENTAL BIDS: During the term of this Contract, as additional materials are determined to require these recycling services, a Bid may be issued under separate cover and become part of this Contract upon award. Additionally, this Contract may become available through future endeavors and under separate Bid to other state agencies or cooperative purchasing members, as needs are identified.

COOPERATIVE PURCHASING CONTRACT: Future bids that become a part of this Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

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/time, Bidders may visit the State Procurement website to post bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the State Procurement website and linked to the bid number. 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 communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

CONTRACT RENEWAL: The expected term of this Contract is for a period of three (3) years. However, this Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

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

SITE INSPECTION: The Office of Procurement Services and/or ODOT reserves the right to request an on-site inspection of the awarded Contractor's facility(s) used to service this Contract and to observe the recycling process occurring at any location to include off-site locations.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the Bidder being deemed as not responsive.

For specific submission requirements, Bidders should refer to 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.

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 award pursuant to this bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the bid/bid response/contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUB-CONTRACTING: When any portion of the Contract is to be performed or handled by anyone other than the awarded Contractor, the awarded Contractor shall identify in the submission of their bid, the name, address, and phone number of any and all subcontractors and shall identify exactly what the subcontractors responsibilities will be.

Subcontractors must meet the approval of the Office of Procurement Services. Subcontractors must comply with all terms and conditions as specified herein and must have insurance coverage applicable to the work performed as described herein.

Any changes in subcontractors, disposal sites and/or incineration facilities utilized by the awarded Contractor during the term of this Contract must be approved by the Office of Procurement Services prior to the onset of any work being performed. Requests for approval must be made in writing and must be directed to: Katie Heisler, CPPB, Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228. Failure to comply could result in termination of this Contract.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with Articles 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.

CONTRACT AWARD FOR RECYCLERS: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total. The evaluation criteria for determining the low lot total is described below. There will be one award per facility.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will use the following calculations to determine low lot total cost: (Disposal Cost Per Drum) added to the (Rebate % to State times a fixed \$50.00 for each category). This calculation shall be completed for each category within a facility to arrive at a total.

Example: Contractor Disposal Cost Per Drum price is \$35.00. Rebate % to State is 5%. Calculation is: \$35.00 + (5% times \$50.00) equals \$37.50. The \$50.00 is used for evaluation purposes only and does not tie back to any market rates. This calculation shall be completed for each category within a location. The total of all categories shall determine the total for that location and shall determine the lowest Bid. Bidder is not required to bid all locations.

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment or fuel surcharges may be requested for the first twelve (12) 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 fuel increase must occur and be continuously maintained by the petroleum industry for a period of at least sixty (60) days in order to be considered anything other than a market fluctuation. Validation of the sustained increase will be confirmed thru the Federal Department of Energy websites:

http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm and http://eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html. Additional validation may be confirmed through reference to the weekly Oil Price Information Service (OPIS) Report.

All fuel cost references shall be for the Midwest Region and for either No. 2 distillate diesel fuel with a sulfur content of no more than 500 parts per million by weight or regular grade gasoline of not less than 87 octane. 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.

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 fifteen (15) calendar days after acceptance by DAS. Price increases shall only be permitted within one year from each other. Requests received less than 365 days from last requests will not be allowed. 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 service, the increase will apply to all services made after the effective date of the price increase.

SPECIAL CONTRACT TERMS AND CONDITIONS

The price increase must be supported by a general price increase in the overall total cost of service, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, reach goal objectives, 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 overall total cost of service 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 services, any decrease will be applied to services 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".

INSURANCE DOCUMENTS: Upon request, the Contractor must submit, within thirty (30) days, updated insurance documents as required by this Contract. The documents must include a current Workers' Compensation Certificate and an Acorid Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Katie Heisler.

RENEWAL DOCUMENTS: The Contractor is responsible for annually providing a copy of any certifications, insurance documents, licenses, DMA certifications, or any other document applicable to their business at the time of each renewal. These documents shall be available upon request, and must be submitted prior to any renewals of this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.40% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

For Revenue Share only: The Contractor should make the check payable to the "Ohio Treasurer, Kevin L. Boyce" and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACTOR QUARTERLY SALES/SERVICE REPORT: The Contractor must provide invoices of prior three months, including at minimum, name and location of Agency, date of service, container size, number of tons and rate per ton if applicable, amount of service per item, total invoice amount. The Contractor must also report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale/service is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales/services to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales/services occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales/services not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales/services and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales/services in the close-out report.

The Contractor must forward the Quarterly Sales/Services Report to: Department of Administrative Services, General Services Division, Term Contract Program, 4200 Surface Road, Columbus, OH 43228-1395.

If the Contractor fails to submit sales/services reports, falsifies reports or fails to submit sales/services reports in a timely manner, DAS may terminate or cancel this Contract.

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to provide services or deliver equipment as specified herein, the Agency will contact the Contractor to determine when the services and/or equipment will be provided. If the Contractor cannot fulfill the requirements within a timeline acceptable to the Agency, the Agency may procure like-kind supplies/services from another resource and invoice the contract provider for the full 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.

In the event that an awarded Contractor fails to provide accurate invoicing, or corrected invoicing within a reasonable amount of time determined by the Office of Procurement Services, the Contractor may be in default of this Contract and may be subject to cancellation.

Under these damage recovery provisions, the Agency may: (1) elect to procure any portion of the services and/or equipment purchase from another source; (2) charge the Contractor for any difference in cost for the merchandise or service procured; and (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.

REFERENCES: Bidder must provide with their Bid at least four (4) positive references for jobs of similar scope which may include government agencies and private industries. The reference must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company. The references must include the annual volume, in tons, a description of the materials recycled, the annual dollar amount of the contract, both revenue and receivables, and a list of the equipment rented and/or serviced.

Upon request from Office of Procurement Services, the Bidder will provide additional references if needed. Failure to provide references that are able and available to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and their Bid may be disqualified.

Bidder shall also provide any violations cited within the past five years by any review board including, but not limited to, Ohio EPA, Federal Government, etc. Failure to provide this information may deem the bid as not responsive and/or not responsible and may be disqualified. If Contract has been awarded and a violation is brought to the attention of the State that occurred previous to the award, it may be cause for cancellation from this Contract, up to and including debarment from future awards.

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://www.das.ohio.gov/Eod/AAPV.htm>.

GENERAL SPECIFICATIONS AND REQUIREMENTS

I. SCOPE:

These specifications shall cover the removal and disposal of hazardous waste for various state agencies and institutions listed within.

- A. The contract shall include the packaging and labeling with approved D.O.T and O.E.P.A. markings, loading, transportation, and disposal of materials as approved by the US Department of Transportation in accordance with 40 CFR rules, and all state, federal, and local laws, regulations and policies that apply to this process. The successful bidder must be permitted to transport, store and dispose of all materials.
- B. All bidders are to submit with their bids their method of disposal and documentation of all appropriate permits and licenses. Failure to submit this documentation may deem the bid as non-responsive and no further consideration given to the bid.

It will be the responsibility of the awarded Contractor to maintain all necessary credentials, permits and licenses required to perform the prescribed duties pursuant to this bid/contract. All individuals representing the awarded Contractor must hold all necessary credentials, permits and licenses required to perform the prescribed duties assigned by the Contractor. Copies of corporate and individuals' credentials, permits and licenses must be available for review by requesting authorities.

In addition, it will be the responsibility of the awarded Contractor to prepare, file, and maintain all records necessary and required by law. Copies of such reports, records, and/or documentation will be sent to OPI following the proper disposal of waste and must be available for review by any requesting authority.

II. APPROVED DISPOSAL METHODS:

- A. Recycling or reuse of waste is to be the awarded Contractor's primary method of waste disposal.
- B. Treatment of waste to render the waste non-hazardous is to be the second method considered for disposal.
- C. Incineration method should be the third option considered for disposal.
- D. Landfills are to be the last method of consideration; this will be used when all other methods are not applicable. All land ban restrictions must be adhered to when using this method.

III. CONTRACTOR QUALIFICATIONS:

- A. Must hold credentials, permits and licenses required to perform the prescribed duties pursuant to this bid/contract. Provide copies of applicable credentials, permits and licenses for corporate personnel rendering services pursuant to this bid/contract.
- B. Must maintain professional liability insurance in specified amounts and provide a copy of said insurance policy.
- C. Contractor must be compliant with Section 153.7 of the Ohio revised Code or its current revision.
- D. Must have disposal access to state licensed or permitted solid waste management facilities designed for solid non-hazardous waste, as compliant under 40 CFR, parts 257 and 258.
- E. Must have disposal access to state licensed or permitted solid waste management facilities designed for solid hazardous waste, as defined by, but not limited to any of the following characteristics:
 - 1. Toxicity as defined by 40 CFR 261.24
 - 2. Corrosivity as defined by 40 CFR 261.22
 - 3. Ignitability as defined by 40 CFR 261.21
 - 4. Reactivity as defined by 40 CFR 261.23
 - 5. Listed Waste as defined by 40 CFR 261.31 through 261.33

GENERAL SPECIFICATIONS AND REQUIREMENTS

- F. The Contractor must maintain compliance with all applicable state, federal, and local laws, regulations and policies pertaining to the loading, transportation, and disposal of materials defined as non-hazardous and defined as hazardous materials. Such complaints may include, not limited to Federal and State E.P.A, Housing and Urban development, State and Local Departments of Health, Occupational Safety and health Administration. The Ohio Revised Code and any other source recognized as a regulatory authority for the pickup/collection, transport, and disposal of such defined waste materials.

IV. MANDATORY BID SUBMISSION REQUIREMENTS:

The successful Bidder must provide the following materials as evidence of capability and compliance with the requirements of this Bid/Contract. The following documentation should demonstrate the contractual relationship with a fully licensed testing laboratory that possesses all necessary permits, issuance of a Federal EPA assigned identification number, and evidence that transportation procedures and disposal methods are in compliance as defined by Federal and State regulations, E.P.A, Ohio Revised Code and any other source recognized as a regulatory authority for the pickup/collection, transport, and disposal of such defined waste materials.

Failure to submit all mandatory documentation with your bid as described in Section IV, Items A thru H may deem the bid as non-responsive and no further consideration given to the bid. The following will be the list of mandatory documentation to be submitted with bid;

- A. Federal E.P.A. Identification number for transportation, U.S. Department of Transportation Registration Number
- B. Written contract with an EPA approved disposal facility
- C. Copy of last audit or inspection (not to exceed one year old) by EPA and/or OSHA. All successful bidders must have satisfactory compliance with, but not limited to O.S.H.A, O.E.P.A federal programs Division.
- D. Copies of all permits, licenses, and approvals necessary to perform the duties described herein.
- E. Submit an approved training program that complies with all O.S.H.A, O.E.P.A rules and regulations but not limited to. Hazardous Communication 1910 1200-Emergency Response, 1910.120 – Spill response-Contingency Plan
- F. Copy of spill control procedures, must meet all Federal, State and Local rules and regulations.
- G. Provide the name, address and license number of the laboratory that will be conducting the waste stream analysis on behalf of the Contractor.

V. CONTRACTOR REQUIREMENTS:

- A. Prior to the contract award, the Office of Procurement Services reserves the right to contact Bidders and arrange for a walk-through of their facilities. Arrangements for walk-through will be made by those persons listed as the institution contact person in Section VII – B.
- B. After award, the Contractor, at their own expense, shall have waste stream laboratories analyzed. Waste samples may be obtained by contacting those persons listed as the institution contact person in Section VII – B. A priority analyses must be made by fully licensed and permitted laboratory. Waste stream reports must be forwarded to the specific contact person at the facility in which waste was picked up for analysis and disposal.
- C. Contractor must be able to ensure pick-up of materials within fifteen (15) days after notification by the agency. Materials must be typically picked up between 8:00am and 3:00pm, Monday through Friday, excluding state holidays.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- D. Contractor must furnish each location with shipping and hazardous labels as required by the Department of Transportation and any other governing authority.
- E. Contractor must furnish appropriate manifest for shipment of materials.
- F. Contractor must provide transportation required to move materials from location, to storage, and to disposal.
- G. Contractor must be able to dispose of all waste materials in accordance with all local, state, and federal regulations and laws applicable to the performance of all work specified herein.
- H. The Contractor shall be responsible for the accuracy of the work and shall make necessary revisions and corrections resulting from their errors and omissions without additional compensation. Acceptance of the work shall not relieve the successful bidder(s) from the responsibility of subsequent correction of any such errors or omissions at their expense.
- I. If changes or additional waste streams or locations are added during the term of the Contract, the Contractor will also service these areas upon mutual discussion and agreement.
- J. Contractor must provide MSDS sheets if State Agency has not already done so.

VI. INSTITUTIONAL SPECIFICATIONS:

- A. Typical times of service for the facilities are between 8:00 a.m. and 11:00 a.m. and/or 1:00 p.m. and 3:00 p.m. for pick-ups inside the perimeter fence. Times can vary at each institution and the Contractor should work with each location to establish an agreeable service time.
- B. Contractor shall limit the time spent within the perimeter fence to the minimum amount of time required to pick-up the containers.
- C. Contractor must make every effort to be exited from the sally port no later than either 10:45 a.m. or 3:00 p.m. when the inmate count begins.
- D. In the event the Contractor is still within the sally port during inmate count, the Contractor will be released to leave only when the inmate count is completed and all inmates are accounted for and Contractor has been cleared to leave. It is estimated that inmate counts will take thirty to sixty minutes. This time can increase or decrease for each event based on circumstances.
- E. Trucks and Contractor employees will be subject to search both entering and/or leaving the institution.
- F. Pick-up days shall be either scheduled service or on-call, at the institutions request.
- G. The institution will provide a staff employee to escort the truck to all areas requiring service within the perimeter fence.
- H. In the event of fog, escape, or other unforeseen incident(s), the Contractor may be asked to return later. If the incident occurs while the Contractor is within the perimeter of the facility, they may also be detained. The State is not responsible for any additional charges resulting from such rescheduling or detainment of the Contractor, its representative, or its equipment.
- I. It is the State's option to determine the location of the container(s) and declare the service frequency.
- J. Contractors will be notified of needed pick-up 15 days in advance of requested on-call date or as mutually agreed to by the institution and contractor.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- K. In the event of an institutional emergency, the Contractor shall provide equipment/disposal service within twenty-four (24) hours of notification.
- L. The Contractor will coordinate all schedules for pickup services by calling the business office at each facility.

VII. SPECIFICATIONS FOR DISPOSAL SERVICES

- A. All pick-up services shall be completed within 15 days after receipt of notification and/or Purchase order.
- B. All Disposal Services shall be completed within 90 days of pick-up.
- C. The Contractor must provide the institutional contact person a Certificate of Disposal/recycling for pick-up within 100 days of waste pick-up.

VIII. SERVICE LOCATIONS: All service is Monday through Friday unless otherwise indicated. Service times are subject to change at the discretion of each facility.

Chillicothe Correctional Institution

15802 State Route 104, P.O. Box 5500, Chillicothe, OH 45601
Contact: Tony Fultz, Vehicle Modification Center (740) 775-0001
Pick-up: 7:30am to 10:45am, 12:00pm to 2:00pm

Lebanon Correctional Institution

State Route 63, P.O. Box 56, Lebanon, OH 45036
Contact: Roy Outcult (513) 932-1211 ext. 3026 (Primary) or Robert Seeley (513) 932-8072 (Secondary)
Pick-up: 7:30am to 10:30am, 11:45am to 2:00pm

Pickaway Correctional Institution

11781 State Route 762 P.O. Box 511, Orient, OH 43146
Contact: OPI Industry Manager (614) 877-4362 ext. 276
Pick-up: 8:00am to 10:45am, 12:00pm to 2:00pm

Ross Correctional Institution

16149 State Route 104, P.O. Box 7010, Chillicothe, OH 45601
Contact: Woody Coey (740) 774-7050 ext. 2886
Pick-up: 8:00am to 10:45am, 12:00pm to 3:00pm

Southeastern Correctional Institution

5900 B.I.S. Road, Lancaster, OH 43130
Contact: Dave Cordle (740) 687-6592
Pick-up: 8:00am to 10:45am, 12:00pm to 3:00pm

Warren Correctional Institution

State Route 63, Lebanon, OH 45036
Contact: Phil Bush (513) 932-3388 ext. 2107
Pick-up: 8:00am to 10:45am, 12:00pm to 3:00pm

GENERAL SPECIFICATIONS AND REQUIREMENTS

- IX. **TRAINING:** The Contractor may provide an overview of equipment handling and the proper placement of recycled items to enable a better understanding of the proper recycling of materials. Training will be at no cost to the agency. The Contractor will make arrangements with the utilizing facilities as needed. Any training must be arranged in coordination with the using agencies and must be mutually agreed upon.
- X. **CONTAINERS:** The Contractor shall supply shipping/storage containers appropriate for containment and transportation purposes. All reasonable measures will be taken by each facility in the care and handling of Contractor supplied containers on its property in order to avoid damage to said containers. If any containers are damaged beyond use due to clear negligence of the Agency or Coop in handling or storage, that department will compensate the Contractor for the reasonable cost of the item(s).

A listing of the actual replacement cost of all such items should be provided with the Bid package. If not included, this information must be provided within seven (7) calendar days upon request. The price must be based on the depreciated rate from the original purchase price. Documentation of original purchase price must be provided upon request.

In the event that a container is damaged at the negligence of the Contractor's handling and the Agency or Coop deems it as inadequate, the Contractor shall provide a replacement at no cost within seven (7) calendar days upon request.

- XI. **SCHEDULE:** Agencies and Coop's will collect and store items in appropriate containers provided by the successful Bidder. Pick-ups will be on-call or as determined by the agency.

Upon notification the Contractor will pick up said items within five (5) business days. The designated representative of the Agency or Coop will determine along with the Contractor the appropriate pick-up and drop-off location for the designated site.

- A. The successful Bidder will coordinate with the designated representative to determine quantity, pick up site and schedule for determined locations. Initial distribution of containers to indicate sites will be accomplished within fifteen (15) calendar days of notification of award; or as agreed upon by the Agency.
- B. All containers must be appropriate for containment and transportation purposes. They must be easily identifiable to distinguish the items enclosed. Items that are not similar in recycling method and/or reimbursement indices cannot be combined in the same containers.
- C. The Contractor shall provide covers to all containers. If the entity determines the need for a specific lid type (ex: lockable, metal), the Contractor shall provide at no additional cost.

- XII. **DOCUMENTATION AND REPORTING:** The number of containers may be verified by Agency or Coop employees prior to being released for pickup by the Contractor. The Contractor will provide a copy of the hazardous waste manifest to the designated Agency or Coop representative at the time of pickup. This written documentation will indicate the quantity, types of containers and contents that were picked up at each location and signed for by the Contractor and the Agency or Coop representative. For any disputes on invoicing, the Contractor will work with the Agency or Coop to establish a reconciliation procedure agreeable to both parties. This procedure shall be established within thirty (30) days of award and a copy of the procedure shall be submitted to the Office of Procurement Services. Unresolved disputes will be referred to Office of Procurement Services for review.

- A. **LABELS:** The Bidder's bid price will include provisions for providing shipping labels and any other required paperwork to meet Local, State and Federal regulations. If required by the Contractor, the Agency, or Coop will be willing to assume responsibility for filling out and placing shipping labels on containers for individual shipments.
- B. **REPORTING:** It is the responsibility of the Contractor to provide quarterly reporting to the Office of Procurement Services. This reporting will be used to determine if the established goals of waste reduction to the landfills are being achieved.

GENERAL SPECIFICATIONS AND REQUIREMENTS

XIII. INVOICING: Each vendor's invoice will clearly identify the County, pickup location, item, and quantity. Documentation will be considered complete when the following items are included:

Original Invoice (with description)
Bill-of-Lading

The Contractor shall submit an original of each invoice, which shall include the proper federal tax identification number, remittance address for payment, the purchase order number, and the invoice amount. A report shall accompany the invoice that identifies the types, volumes, weights, and destruction charges, for materials collected from each facility during the billing period.

Duplicate copies will be sent at the request of the facility to the address requested at no additional cost.

- A. A proper invoice is one that is free from defects, discrepancies, error or other improprieties and must include: Contractor's name and address, invoice remittance address as designated in the Contract, purchase order number, container seal numbers, if applicable, pickup location, pickup date, unit price, destructions cost, recycling value, if any, and weight of material.
- B. Defective invoices are to be returned to the Contractor noting areas for correction. If such notification of defects is sent, the required payment date is to be thirty (30) days after receipt of the corrected invoice.
- C. The Contractor may use the entity's scale, if available, to verify the gross weight indicated by Agency or Coop before departure. The weight of material recycled by the Contractor and charged to Agency or Coop shall not exceed the weight indicated by Agency or Coop.

XIV. REBATES: The Contractor shall provide rebates each month for any reimbursements received resulting from recycling of the materials within this Contract. The rebate amount shall be equal to that specified on the Price Schedule and shall be accompanied by a receipt from the recycling location, verifying the weight and amount received.

- A. Each facility has the option to receive a monthly rebate check for these funds or a credit to their monthly invoice. In the event that no reimbursement is paid by the recycler, no cost or adjustments shall be passed on from the Contractor to the agency.
- B. In accordance with Ohio Revised Code Section 125.14 (C) "Proceeds from the sale of recyclable goods and materials shall be paid into the State Treasury to the credit of the recycled materials fund, which is hereby created, except that the Director of Natural Resources, upon request, may grant an exemption from this requirement. The Chief of the Division of Recycling and Litter Prevention in the Department of Natural Resources shall administer the fund for the benefit of recycling programs in state agencies."
- C. Any agency desiring to seek an exemption from this fund shall send their request to: Terrie Termeer, Deputy Chief, and Fountain Park Square, Columbus, OH 43216. The request should include a detailed explanation for the request and include any supporting documentation.

XV. CONTRACTOR GENERAL PERFORMANCE REQUIREMENTS:

- A. The Contractor and/or designated representatives shall comply with any and all security policies and security procedures at the collection locations during the performance and delivery of said services.
- B. The Contractor is responsible for moving the containers of material from one designated location at each collection site to their truck. Agency or Coop will provide free and clear access between each site's storage location and a door located in close proximity to the Contractor's truck.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- C. Inspecting the grounds where they load materials staged for destruction onto their truck and removing all residues remaining from loading materials. Any equipment to accomplish this task [rakes, brooms, etc.] shall be provided by the Contractor and will be carried on the Contractor's vehicle. Agency or Coop shall not provide storage room at collection sites for the Contractor's clean up equipment.
- D. If needed, provide forms to indicate the number of containers released to the Contractor per trip.
- E. In performing its obligations under this Contract, the Contractor agrees to minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

PRICE SCHEDULE

| INSTITUTION | DESCRIPTION | DISPOSAL COST PER DRUM | REBATE % RATE to STATE PER DRUM |
|---|--|------------------------|---------------------------------|
| Chillicothe Correctional Contractor: Pollution Control Industries, Inc | OAKS ITEM # 18001 | \$ 130.00 | 0% |
| | Paint Filters-55 gallon drums—Flammable solids—1325, D001, F003, and F005 | | |
| | OAKS ITEM # 18002 | \$ 129.00 | 0% |
| | Paint related materials—55 gallon drums –Liquid, 1993, F003, F005, D035 | | |
| | OAKS ITEM # 18003 | \$ 80.00 | 0% |
| | Non-hazardous waste oil, grit water—55 gallon drums | | |
| | OAKS ITEM # 18004 | \$ 130.00 | 0% |
| | Wipe rags (55 gal drum) Solvent, paint, oils, flammable solid | | |
| Lebanon Correctional Contractor: Chemtron Corporation | OAKS ITEM # 18005 | \$ 58.00 | 0% |
| | Non-hazardous waste oil, grit water—55 gallon drums | | |
| | OAKS ITEM # 18006 | \$ 230.00 | 0% |
| | Wipe rags (55 gal drum) Solvent, paint, oils, flammable solid | | |
| Ross Correctional Contractor: Pollution Control Industries, Inc | OAKS ITEM # 18007 | \$ 130.00 | 0% |
| | Paint fillers (solid)—55 gallon drums—1263, D001, F003, F005 | | |
| | OAKS ITEM # 18008 | \$ 100.00 | 0% |
| | Paint related materials—55 gallon drums –xylene varnish, stain, alcohol, flammable, 1263, F003, F005 | | |
| | OAKS ITEM # 18009 | \$ 130.00 | 0% |
| | Wipe rags (55 gal drum) Solvent, paint, oils, flammable solid | | |

PRICE SCHEDULE (continued)

| INSTITUTION | DESCRIPTION | DISPOSAL COST PER DRUM | REBATE % RATE to STATE PER DRUM |
|--|---|------------------------|---------------------------------|
| Southeastern Correctional Contractor: Chemtron Corporation | OAKS ITEM # 18010 | \$ 210.00 | 0% |
| | Ink wipe rags, 55 gallon drums, flammable solid, (N Butyl alcohol), D001, F003, F005 | | |
| | OAKS ITEM # 18011 | \$ 58.00 | 0% |
| | Non-hazardous, non-regulated waste—55 gallon drums | | |
| Pickaway Correctional Contractor: Chemtron Corporation | OAKS ITEM # 18012 | \$ 90.00 | 0% |
| | Isopropyl alcohol/water solution, ETCH, blanket wash, power clean, fountain cleaner, ink, gum, flammable solution—55 gallon drums | | |
| | OAKS ITEM # 18013 | \$ 58.00 | 0% |
| | Liquid developer, Rapid Fixer solution, PMT Activator, water, 55 gallon drums— Non-hazardous Liquid | | |
| | OAKS ITEM # 18014 | \$ 210.00 | 0% |
| | Wipe Rags, alcohol, blanket wash solvents, developer, activator (55 gal drums) flammable solids, 1325, F003, F005 | | |
| Warren Correctional Contractor: Chemtron Corporation | OAKS ITEM # 18015 | \$ 48.00 | 0% |
| | Used oil—55 gallon drums | | |
| | OAKS ITEM # 18016 | \$ 210.00 | 0% |
| | Wipe rags (55 gal drum) Solvent, paint, oils, flammable solid | | |

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



Vendor ID # 0000056740
Chemtron Corporation, Inc
35850 Schneider Court
Avon, OH 44011

CONTRACTOR'S CONTACT: Ryan Hamilton

CONTRACT NO.: RS900011-1 (06/30/13)

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (440) 933-6348
FAX: (440) 933-9500
E-Mail: rhamilton@chemtron-corp.com

CONTRACTOR AND TERMS:

Vendor ID # 0000182545
Pollution Control Industries, Inc
4343 Kennedy Avenue
East Chicago, IN 46312

CONTRACTOR'S CONTACT: Jonathan Blazo

OR

ACCOUNT MANAGER: Chris Kruhm

REMITTANCE ADDRESS:

Vendor ID # 0000182545
Pollution Control Industries, Inc
Dept. CH 19186
Palatine, IL 60055-9186

CONTRACT NO.: RS900011-2 (06/30/13)

TERMS: Net 30 Days

DELIVERY: As Specified

Toll Free: (800) 388-7242
Telephone: (219) 397-3951
FAX: (219) 397-6411
E-Mail: jblazo@pollutioncontrol.com

Telephone: (219) 741-1660
Email: ckruhm@pollutioncontrol.com

SUMMARY OF AMENDMENTS

| Amendment Number | Revision Date | Description |
|------------------|---------------|---|
| 1 | 07/01/13 | This amendment is issued to advise that this Contract will not be renewed past the current expiration date of 06/30/13 due to a lack of sales. Agencies should procure future services in accordance with Ohio Revised Code Section 125.05. |