

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

REQUIREMENTS CONTRACT: COLLECTION AND DISPOSAL SERVICES FOR PESTICIDES, INSECTICIDES, AND HERBACIDES FOR THE OHIO DEPARTMENT OF AGRICULTURE-PESTICIDE AND FERTILIZER REGULATION SECTION

CONTRACT No.: OT902410

EFFECTIVE DATES: 10/01/09 to 09/30/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902410 that opened on 07/22/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to Ohio Department of Agriculture, Pesticide and Fertilizer Regulation Section, 8995 East Main Street, Reynoldsburg, OH 43068-3399, as applicable.

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

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

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

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

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



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

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.

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. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

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

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to Bid large or unusual requirements, for items that may be a part of the awarded contract, under a separate Bid.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will: multiply the estimated quantities by the corresponding price per pound and then add these sums together to determine the lot total. Failure to Bid all items may result in the Bidder being deemed as not-responsive and no further consideration given for potential awarding of the Contract.

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

CONTRACT RENEWAL: 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 forty-eight (48) months unless DAS determines that additional renewal is necessary.

ESTABLISHED BUSINESS: To be considered responsive, the Bidder must, at the time of Bid submission be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this Bid. Documented Proof may be required upon request by the Office of Procurement Services.

SPECIAL CONTRACT TERMS AND CONDITIONS

TRANSPORTATION CHARGES: All transportation costs shall be the responsibility of the awarded Contractor.

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.

INSURANCE: For purposes of this Bid and any resulting contract, the Ohio Department of Agriculture requires the following limits of liability coverage's for the awarded Contractor:

Comprehensive Public Liability

<u>Description</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
General Liability: Combined Bodily Injury and Property Damage	\$10,000,000	\$20,000,000
Automobile: Combined Bodily Injury and Property Damage	\$10,000,000 Combined Single Limit	

All required insurance except that provided under the Pollution Liability policies shall be on an occurrence basis, which ensures coverage for the period of insurance even if the claim is made after the insurance period. All coverage's shall be in effect prior to award.

Pollution Liability Insurance:

The Bidder shall obtain Pollution Liability Insurance, including environment impairment liability endorsements, in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate, inclusive of legal defense costs.

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

SPECIFICATIONS AND REQUIREMENTS

COLLECTION AND DISPOSAL OF HERBICIDES, INSECTICIDES, AND PESTICIDES

I. SCOPE OF WORK:

The state of Ohio, Department of Administrative Services, Office of Procurement Services for the Ohio Department of Agriculture (hereafter Department or ODA) is soliciting qualified Contractors to provide services for proper disposal of unusable pesticides. Qualified firms are requested to respond to this Bid if they can provide services of storage, packaging, labeling, transporting and record keeping related to the safe and proper collection and shipment of the waste material to an approved treatment or disposal facility. The selected Contractor shall possess the necessary documented capability and capacity to conduct handling, identification, and disposal of hazardous waste to an approved treatment or disposal facility.

This Bid is based on U.S. EPA's initiative to address pesticide usage and disposal of chemicals in the watersheds of the Great Lakes.

The selected Contractor will:

- A. Participate in community/public relations programs when requested by the Department.
- B. Develop specific safety plans for each collection site location.
- C. Develop set up, operational, and restoration plans for each collection site.
- D. Inventory and pack all pesticide waste accepted for transportation, treatment and disposal.
- E. Arrange for the final treatment or disposal of all collected pesticide waste.
- F. Submit detailed reports within established time schedules explaining all activities performed and other information concerning services provided.

II. COMPLIANCE WITH FEDERAL AND STATE LAW:

The Bidder shall comply with all applicable federal and state laws and regulations and all subsequent amendments thereof including, but not limited to the following:

- A. Ohio Solid and Hazardous Waste Management Law (ORC 3734) and Ohio Solid and Hazardous Waste Rules (OAC Chapters 3745-27 and 3745-49 through 69).
- B. Federal Occupational Safety and Health Act of 1970 (OSHA).
- C. Federal Resource Conservation and Recovery Act of 1976 (RCRA).
- D. Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA).
- E. Federal Hazardous Material Transportation Regulations (49 CFR 172).
- F. Water Pollution Control Act (ORC 6111).
- G. Federal Hazardous and Solid Waste Act of 1984.

SPECIFICATIONS AND REQUIREMENTS

COLLECTION AND DISPOSAL OF HERBICIDES, INSECTICIDES, AND PESTICIDES

III. SOURCE OF WASTE:

- A. Project participants from the public sector (ex: farmers, homeowners, businesses) will transport the waste to the collection site. Department personnel will screen the materials to ensure that they meet the criteria for pesticide waste. Once the material meets such criteria, the Department will become the generator for this project; participants will not be required to obtain generator numbers.
- B. The Department has compiled a list of the more common unwanted/unusable pesticides. The inventory list includes:

Insecticides:	Fumigants:	Herbicides:	Pressurized Containers
DDT	Carbon Tetra	Dionseb	Aerosols
Aldrin		Atrazine	Flammables
Chlordane		Simazine	Acid & Acid Compatible
Toxaphene			
Parathion			
Lead Arsenate			
Fly Sprays			

IV. WASTE COLLECTION SITES:

- A. Project participants will not be required to pre-register for the project.
- B. The Contractor will weigh all pesticides. The Contractor's personnel will be responsible for unloading the vehicles. The Contractor will be responsible for sorting, maintaining inventories, packaging, storing, and transporting the waste to treatment and disposal facilities.
- C. The Contractor will be responsible for site safety, preparation, and security, including placement of berms, tarping the areas and arranging for awnings to be put up if necessary, spill containment and cleanup, and site restoration.
- D. ODA will target counties throughout the state of Ohio based on the needs and available funding. ODA will notify the Contractor one (1) month in advance of the target counties for a project. ODA will announce the collection sites approximately three (3) weeks prior to the collection date. ODA will determine the number of collection sites and locations.
- E. All materials must be packaged by the end of the collection day and transported off-site by the day following the collection event.

V. RESPONDENT'S RESPONSIBILITIES:

- A. The Bidder shall:
 - 1. Become familiar with and abide by current federal laws and regulations, state statutes and rules, and local ordinances which could impact pricing or performance.
 - 2. Designate in their Bid a representative with the legal authority to act for the firm. Communications from that point on shall be through the designated representative.
- B. The awarded Contractor shall report the following during the project Contract period:
 - 1. All records of waste types received during the collection event(s) and manifests prepared. These are to be submitted to the Department within seven (7) days following completion of the collection event(s).
 - 2. A spill incident report for each spill containing the information, required by OAC Chapter 3745-53 and 40 CFR Part 263.

SPECIFICATIONS AND REQUIREMENTS

COLLECTION AND DISPOSAL OF HERBICIDES, INSECTICIDES, AND PESTICIDES

3. Any deviation of more than ten (10) days from the project schedule provided in Section IV-D of this document, and the cause for such deviation.
4. Any land ban exemption notifications provided to EPA.
5. Manifest discrepancy reports, if necessary.
6. Certificates of final treatment and/or disposal.
7. A final report summarizing all activities that occurred during the project period. This is to be submitted to the Department within twenty-one (21) days of final shipment to a recycling, treatment or disposal facility.

VI. TAXES, FEES, PERMITS AND LICENSES:

- A. The Bidder shall pay for and maintain in current status any and all taxes, any license fees, assessments, permit charges, etc., which are necessary to contract performance, at no additional cost to the state.
- B. It is the Bidder's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for fees, assessments or charges and to immediately comply with changes or regulations during the entire term of the agreement.
- C. The Bidder shall secure and maintain any licenses and permits necessary for transportation of hazardous waste in Ohio and any other states through which wastes will be transported.

VII. RETENTION OF RECORDS:

The Bidder shall retain all records relating to the contract for a period of seven (7) years following the date of final payment or completion of any required audit, whichever is earlier. Any authorized representative of ODA shall have access to and the right to examine, audit, excerpt, and transcribe all records within a reasonable time.

VIII. AGENCY CONTACT:

Subsequent to award, all program issues and invoicing shall be directed to:

Ohio Department of Agriculture
Pesticide and Fertilizer Regulation Section
8995 E. Main Street
Reynoldsburg, Ohio 43068
Matt Beal, Assistant Chief
Telephone: (614) 728-6383
beal@agri.ohio.gov

IX. INVOICING:

The Contractor shall prepare a monthly invoice with appropriate documentation for amounts due to the Contractor.

- A. ODA shall review and forward for payment the Contractor's invoice as required by law and accepted practices of the state of Ohio.
- B. All notices concerning requests for any amendment, change and/or exercising any clause of said contract shall be forwarded to all parties in writing and shall be forwarded by registered or certified mail to the Office of Procurement Services. A copy of the notice shall be kept with ODA.

SPECIFICATIONS AND REQUIREMENTS

COLLECTION AND DISPOSAL OF HERBICIDES, INSECTICIDES, AND PESTICIDES

C. The proposed Contract shall contain all the agreements and conditions made by the parties and may not be modified orally or in any manner other than by official contract amendment issued by the Office of Procurement Services.

X. MINIMUM INVOICE:

Since there will be no pre-registration of participants, the actual poundage per collection date is unknown. The Contractor's minimum invoice shall be for one thousand (1,000) pounds or the actual collected weight, whichever is greater, billed at the Contractor's 9,999 pounds and below collection and disposal cost for incineration.

XI. SUBMITTAL REQUIREMENTS:

As part of their Bid submission, the Bidder must submit a letterhead statement, signed by a company principal, that addresses each of the following requirements:

A. Corporate Profile

1. Company or corporate qualifications, including demonstrated prior experience in similar projects or waste handling activities.
2. Key individual qualifications of those persons who will be on site and responsible for the execution of the project. The Bidder must provide information of the professional and educational experience of key personnel to be assigned to this project.
3. Bidder Identification

Each Bid must specify the name of the firm or individual submitting the Bid, street address, mailing address, telephone number, and the key individual who will be responsible for the project, if awarded a contract. If the firm or individual has its home office in another state and a regional office in or for Ohio, the Bid must identify street address, mailing address, and telephone number of each. If the firm or individual's accounting and contract office differs from above addresses, this address, telephone number, and responsible individual must be specified. Sub-Contractors can be used by the Bidder for landfill or incineration only.

The EPA identification number for the firm and individuals who are proposed participants in the Bid must be listed.

4. The Bidder must provide three references of most recent customers receiving similar services as described in this Bid for collection, identifying, handling, and disposing of hazardous waste.
 5. A statement that the Bidder has the capability and capacity to provide all aspects necessary for successful and timely implementation and completion of the project are addressed in the Bid, including the trained personnel, equipment, methods, and facilities for the safe and proper collection, identification, storage, packaging labeling, transporting, treatment, disposal and record keeping.
- B. Each Bidder presenting a Bid response shall include a work plan, which addresses, at a minimum, the following information to describe in detail methods by which the Bidder will:
1. Prepare or set up the collection site(s).
 2. Provide experienced on-collection-site personnel, including the number and qualifications of personnel.
 3. Conduct safe procedures at the collection site(s), including a safety plan.
 4. Keep records for each waste source including pesticide waste product, number of containers, and quantity received.

SPECIFICATIONS AND REQUIREMENTS

COLLECTION AND DISPOSAL OF HERBICIDES, INSECTICIDES, AND PESTICIDES

5. Ensure the security of the accumulated waste while in temporary storage, including a description of each storage location and degree to which storage facility meets requirements of OAC Chapter 3745-52 and 40 CFR 262.
6. Contain, control and clean up any spills occurring during collection, packaging or storing the waste material to protect the public health and the environment.
7. Dispose of all original waste containers which contained the generator's pesticide waste.
8. Restore the collection site(s) to the satisfaction of the Department.

C. Waste Characterizing and Packaging:

The Bid must identify any wastes on the inventory list, which, in the opinion of the Bidder, may not be accepted by any treatment or storage facility. The successful Bidder will be responsible for all waste collected to ensure proper and appropriate treatment or disposal.

The Bid must describe in detail the following:

1. Methods of characterizing the waste material.
2. The types of containers which will be used for packaging, storage, and shipping the waste material to the treatment, recycling, or disposal facilities;
3. The record keeping methods to provide a complete log of the waste material by source, shipping container device and number waste characteristic(s) and the destination facility in order to fully account for all waste material from the point of collection (source) to the point of reuse, recycling, treatment or disposal.

D. Labeling and Marking:

The Bid must describe in detail the Bidder's labeling and marking system for the containers as required by OAC Chapter 3745-52 and 40 CFR Part 262.

E. Transporting:

1. All Bidders must have applied for and received a permit to transport hazardous waste pursuant to OAC 3745-53-11.
2. All Bidders must comply with the appropriate provisions of OAC Chapter 3745-52 and 3745-53 including packaging, labeling, mailing, manifesting, spill response and other appropriate requirements of the rules.

F. Treatment and/or Disposal:

The Bid must describe in detail the following:

1. Efforts to reuse or recycle any wastes
2. The facilities which will be used for final treatment and/or disposal, including permit status and compliance status (40 CFR Parts 264 and 265); and,
3. Any circumstances which could cause delays at proposed facilities to achieve treatment or disposal.

PRICE SCHEDULE

OAKS ITEM ID	CHEMICAL COLLECTION AND DISPOSAL	ESTIMATED COLLECTION AND DISPOSAL QUANTITY	COLLECTION AND DISPOSAL COST	
3892	0-9,999 pounds of waste to be sent to landfill.	500 pounds	\$ 1.12	Per pound of waste collected
8495	10,000 - 29,999 pounds of waste to be sent to landfill.	1,000 pounds	\$ 1.12	Per pound of waste collected
3891	30,000 pounds and above of waste to be sent to the landfill.	1,000 pounds	\$ 1.05	Per pound of waste collected
3894	0-9,999 pounds of waste to be incinerated.	10,000 pounds	\$ 1.12	Per pound of waste collected
8496	10,000 - 29,999 pounds of waste to be incinerated.	40,000 pounds	\$ 1.12	Per pound of waste collected
3893	30,000 pounds and above of waste to be incinerated.	60,000 pounds	\$ 1.12	Per pound of waste collected
16063	Pressurized or flammable containers	Applicable to all disposal quantities	\$ 1.12	Per pound of waste collected

Current actual landfill cost per ton to the Contractor: \$ 225.00 per ton

OAKS ID# FOR LANDFILL
 #16542

Landfill name and address: EQ 49350 North I-94 Service Drive, Belleville, MI 48111

Current actual incinerator cost per ton to the Contractor: \$ 575.00 per ton

OAKS ID# FOR INCINERATION
 #16542

Incinerator name and address: Veolia TWI #7 Mobile Avenue, Suget, IL 62201

COST ALLOCATION:

Any deviation from 100% for each category is considered "Other" costs.

Define what percentage of the cost per pound for <u>land filled</u> waste is attributed to:		Define what percentage of the cost per pound for <u>incinerated</u> waste is attributed to:	
Labor	9 %	Labor	10 %
Equipment	7 %	Equipment	10 %
Transportation cost	20 %	Transportation cost	25 %
Administrative costs	18 %	Administrative costs	15 %
Landfill costs	25 %	Incineration costs	35 %

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902410-1 (09/30/12)



OAKS ID # 85901

Veolia ES Technical Solutions, LLC.
4301 Infirmary Road
West Carrollton, OH 45449

TERMS: 2%, 10 Days, Net 30 Days
DELIVERY: As Specified

CONTRACTOR'S CONTACT: Daniel Compton

Telephone: (937) 859-6101
FAX: (740) 369-4148
E-Mail: daniel.compton@veoliaes.com