

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

MANDATORY USE CONTRACT FOR: COLLECTION AND DISPOSAL OF PESTICIDES

CONTRACT No.: OT903815

EFFECTIVE DATES: 08/19/14 to 07/31/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903815 that opened on 07/25/14. 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 the Ohio Department of Agriculture, as applicable.

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

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

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

Dennis Kapenga  
dennis.kapenga@das.ohio.gov

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

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

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

Table of Contents

SPECIAL CONTRACT TERMS AND CONDITIONS

	page
Amendments to Contract Terms and Conditions	3
Delivery and Acceptance	3
Descriptive Literature	3
Evaluation	3
Contract Award	3
Fixed-Price With Economic Adjustment	3
Fixed-Price With Landfill Cost Adjustment	3
Usage Reports	3

SPECIFICATIONS AND REQUIREMENTS

I.	Scope of Work	4
II.	Compliance With Federal and State Law	4
III.	Source of Waste	4
IV.	Waste Collection Sites	5
V.	Contractor's Responsibilities	5
VI.	Taxes, Fees, Permits and Licenses	6
VII.	Retention Of Records	6
VIII.	Agency Contact	6
IX.	Invoicing	6
X.	Minimum Invoice	6
XI.	Pre Contract Award Submittals	6
XII.	Insurance	8

CONTRACT DETAILS

Bid Submission Form (Price Pages)	9
Contractor Index	10

## SPECIAL CONTRACT TERMS AND CONDITIONS

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**DESCRIPTIVE LITERATURE:** The Bidder shall submit descriptive literature of the supplies or services being offered as part of their bid submission. 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 (e.g. 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.

### **4.3 Literature with price lists, mandatory submission with Bid response [Require Manager approval]**

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate bids by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

**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 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.

**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: OT903815 Contract Analyst.

SPECIFICATIONS AND REQUIREMENTS

COLLECTION AND DISPOSAL OF 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 (i.e. herbicides, insecticides, fungicides etc.). 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 must 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 Contractor must 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.

III. SOURCE OF WASTE:

- A. Project participants from the public sector (ex: farmers) will transport the waste to the collection site. The 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 co-generators for this project; participants will not be required to obtain generator numbers.

SPECIFICATIONS AND REQUIREMENTS (continued)

COLLECTION AND DISPOSAL OF PESTICIDES

- B. The Department has compiled a list of the more common unwanted/unusable pesticides:

<b>Insecticides:</b>	<b>Fumigants:</b>	<b>Herbicides:</b>	<b>Pressurized Containers</b>
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. Forklift or forked skid steer or other means of loading/unloading large containers to be provided by the Contractor.
- 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. CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor must:
  - 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 a representative with the legal authority to act for the firm. Communications from that point on must be through the designated representative.
- B. The awarded Contractor must 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.
  - 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 ODA within twenty-one (21) days of final shipment to a recycling, treatment or disposal facility.

SPECIFICATIONS AND REQUIREMENTS (continued)

COLLECTION AND DISPOSAL OF PESTICIDES

VI. TAXES, FEES, PERMITS AND LICENSES:

- A. The Contractor must 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 Contractor'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 Contractor must 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 Contractor must 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 must 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](mailto:beal@agri.ohio.gov)

IX. INVOICING:

The Contractor must 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 must be forwarded to all parties in writing and must be forwarded to the Office of Procurement Services. A copy of the notice must be kept with ODA.
- C. The proposed Contract will 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 will be for one thousand (1,000) pounds or the actual collected weight, whichever is greater, billed at the Contractor's 0-9,999 pounds and below collection and disposal cost for incineration.

XI. PRE CONTRACT AWARD SUBMITTALS:

Prior to Contract award, the Bidder should be prepared to submit the following (A-F) if requested:

- A. Corporate Profile on Company Letterhead
  - 1. Company or corporate qualifications, including demonstrated prior experience in similar projects or waste handling activities.

SPECIFICATIONS AND REQUIREMENTS (continued)

COLLECTION AND DISPOSAL OF PESTICIDES

2. Key individual qualifications of those persons who will be on site and responsible for the execution of the project. The Contractor must provide information of the professional and educational experience of key personnel to be assigned to this project. ODA has the right to reject individuals that do not meet the expected qualifications.

3. Contractor Identification

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 Contract must be listed.

4. 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 Contractor 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. Work plan, which addresses, at a minimum, the following information to describe in detail methods by which the Contractor 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.
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:

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

The Contractor 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.

SPECIFICATIONS AND REQUIREMENTS (continued)

COLLECTION AND DISPOSAL OF PESTICIDES

D. Labeling and Marking:

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

E. Transporting:

1. All Contractors must have applied for and received a permit to transport hazardous waste pursuant to OAC 3745-53-11.
2. All Contractors 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 Contractor 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.

XII. INSURANCE: In addition to the insurance requirements in the Terms and Conditions, the Contractor must carry the following insurance limits:

<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)	

COLLECTION AND DISPOSAL OF PESTICIDES

BID PRICE PAGE

Bid prices must include all costs to deliver services for storage, packaging, labeling, transporting and record keeping related to the safe and proper collection and shipment of the hazardous materials to an approved treatment or disposal facility.

OAKS ITEM ID	COLLECTION AND DISPOSAL QUANTITY RANGE	CLEAN HARBORS COLLECTION AND DISPOSAL COST	
3892	0-9,999 pounds of waste to be sent to landfill.	\$1.20	Per pound of waste collected
8495	10,000 - 29,999 pounds of waste to be sent to landfill.	\$1.20	Per pound of waste collected
3891	30,000 pounds and above of waste to be sent to landfill.	\$1.20	Per pound of waste collected
3894	0-9,999 pounds of waste to be incinerated.	\$1.20	Per pound of waste collected
8496	10,000 - 29,999 pounds of waste to be incinerated.	\$1.20	Per pound of waste collected
3893	30,000 pounds and above of waste to be incinerated.	\$1.20	Per pound of waste collected
16063	Pressurized or flammable containers	\$1.20	Per pound of waste collected*

\* Assumes aerosol containers and cylinders managed case-by-case and excludes reactives.

Current actual landfill cost per ton to the Contractor: \$700.00 per ton

Landfill name and address: Clean Harbors Lone Mountain, Waynoka, OK

Current actual incinerator cost per ton to the Contractor: \$1,300.00 per ton

Incinerator name and address: Clean Harbors El Dorado, El Dorado, AR

COST ALLOCATION:

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

Allocation of Cost for Landfill		Allocation of Cost for Incineration	
<b>Labor Costs</b>	19%	<b>Labor Costs</b>	14%
<b>Equipment Costs</b>	7%	<b>Equipment Costs</b>	7%
<b>Transportation Costs</b>	33%	<b>Transportation Costs</b>	20%
<b>Administrative Costs</b>	12%	<b>Administrative Costs</b>	5%
<b>Landfill Costs</b>	29%	<b>Landfill Costs</b>	54%

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: OT903815 (07/31/17)



000001611  
Clean Harbors Environmental Services  
4879 Spring Grove Ave.  
Cincinnati, OH 45232

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Matt Opp

Telephone: (513) 823-2307  
Cell: (513) 615-6417  
FAX: (513) 681-6246  
E-mail address: [oppm@cleanharbors.com](mailto:oppm@cleanharbors.com)

CORPORATE ADDRESS

Clean Harbors Environmental Services  
42 Longwater Dr., PO Box 9149  
Norwell, MA 02061

REMIT TO ADDRESS

Clean Harbors Environmental Services  
Po Box 3442  
Boston, MA 02241