

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT905415</u>	OPENING DATE (1:00 p.m.) <u>December 1, 2014</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. LDC007	BID NOTICE DATE 11/10/14	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
<u>PARTICIPATING AGENCY(IES):</u> Ohio Department of Rehabilitation and Correction, Southeastern Correctional Complex in Lancaster (SCCL)			
<u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u> <b>Removal and Disposal of Biosolids</b> <b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>12/15/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>07/31/17</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency. <u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u> , Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. <u>INQUIRIES:</u> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, <a href="http://www.procure.ohio.gov">www.procure.ohio.gov</a> . Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.			
		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.



### SPECIAL CONTRACT TERMS AND CONDITIONS

**ADD ON BID:** This Bid is for services at the Southeastern Correctional Complex in Lancaster (SCCL), Ohio. Once awarded, this Contract will become part of Contract OT902614.

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

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

**INITIAL AND FUTURE SITES:** The two initial Ohio Department of Rehabilitation and Correction (DRC) sites awarded under Contract OT902614 included: Pickaway Correctional Institution (PCI) Wastewater Treatment Plant (WWTP) at the Orient Correctional Complex, Orient, Ohio (Pickaway County) and Chillicothe Correctional Institution (CCI) Wastewater Treatment Plant (WWTP) at the Chillicothe Correctional complex in Chillicothe, Ohio (Ross County). Additional sites may be added by an add on bid to Contract OT902614 as long as they fit either the PCI or CCI biosolid preparation models presented in the original Contract OT902614.

**SITE VISIT:** Prior to submitting their Bid Response, the Bidder should visit the site they are bidding in order to survey the facilities and to become familiar with the requirements of the Bid. The Bidder must contact the 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. To schedule an appointment, please contact Joe Riley 740-753-1917 extension 2117.

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

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

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

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

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The Contract prices(s) will remain firm for the first twelve (12) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) no more than once every six (6) months to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

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".

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

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

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: Contract OT902614 Analyst.

PUBLIC LIABILITY: Each Bidder must carry public liability insurance with limits of not less two million (\$ 2,000,000.00) dollars for any one person and two million (\$ 2,000,000.00) dollars for any one occurrence for death or personal injury and two million (\$ 2,000,000.00) dollars for any one occurrence for property damage. Each Bidder must carry general liability insurance with limits of not less than two million (\$ 2,000,000.00) dollars for any one occurrence and aggregate annually. Each Bidder must carry comprehensive umbrella liability insurance with limits of not less than two million (\$ 2,000,000.00) dollars for any one occurrence and aggregate annually. Each Bidder must carry environmental impairment liability insurance with limits of not less than five million (\$ 5,000,000.00) dollars for any one occurrence and aggregate annually. Certificates of insurance showing the types of coverages should be submitted with the Bid. Failure to submit the certificate of insurance with the Bid may deem your Bid not-responsive. In addition to the certificates of insurance, providing the Bidder does not currently carry the amount of coverages specified above, a letter from the insurance company stating that the Bidder's coverages will be increased to the specified amounts upon award of the ensuing Contract, should also be submitted with the Bid. Failure to submit the letter and certificates, as applicable, with the Bid may deem your Bid not-responsive.

SUBCONTRACTING: The awarded Contractor(s) will be solely responsible for the Contract. Subcontracting by the Contractor will not be permitted unless approved by the State. On a per project basis, the Contractor must clearly identify which requirements are subcontracted and identify the subcontracting company, corporation, etc. and responsible business contacts therein. No Contractor will engage a subcontractor for work on State property without the prior written approval of the Site Facility Manager.

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE:

The Ohio Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Rehabilitation and Correction (DRC), is seeking bids from qualified Contractors to load, remove, haul, and dispose of the biosolids generated by the Southeastern Correctional Complex, Lancaster (SCCL), OH. located at 5900 B.I.S. Rd., Lancaster, OH, 43130 (Fairfield County).

#### A. PROJECT LOCATION

The SCCL WWTP is located at 5900 B.I.S. Rd., Lancaster, OH, 43130 (Fairfield County). The treatment Plant is accessible from Christmas Rock Rd. and is not inside the security fence surrounding SCCL.

#### B. EXISTING SITE CONDITIONS

1. The existing site plan of the SCCL WWTP has 1 Digester 22' in diameter and 22' deep with a capacity of 57,371 gallons. The digester tank site and location can be viewed as part of a site visit. Biosolids will be removed via 4" line then either land applied on SCCL's permitted acreage via Injection or processed as a liquid. Filling of biosolids transport vehicle(s) will be on a concrete pad with a drain located at the end of the sludge spill containment area. The Contractor shall take all precautions necessary to prevent the spillage of any untreated or treated sludge, chemicals or any lubricants and fuels during operations. The SCCL WWTP Manager, or an authorized representative, shall have the authority to order the Contractor to cease operations, if an accidental sludge, chemical, fuel, or lubricant spill occurs, requiring immediate attention to eliminate the problem.
2. In the event of a spill of any type, it is the responsibility of the Contractor to report the incident to affected site contact, the local Health Department, the State Health Department, and the Ohio Environmental Protection Agency (OEPA). The Contractor will assume total responsibility for all costs associated with the cleanup and labor required for any spillage incident.
3. The Contractor must provide hauling operations that do not create a dust problem, or during wet conditions, do not create an unsightly or dangerous condition of mud on the roads, particularly any asphalt portion of the access roads.
  - a. The Contractor will be responsible to clean accumulations of mud from the asphalt roadway upon request from WWTP personnel.
  - b. All cleaning of the roadway and/or cleaning of contractor equipment must be done in compliance with Ohio EPA Groundwater Regulations.

#### C. EXISTING SLUDGE STORAGE FACILITIES

1. SCCL currently has one (1) digester tank. The digester tank site and location can be viewed as part of a site visit. Listed below is the description and size of the digester tank.
  - a. 22 feet high and 22 feet in diameter with a capacity of 57,371 gallons.
  - b. Biosolids will be removed via a 4 inch line.

#### D. SLUDGE VOLUME PRODUCTION

From existing SCCL plant records for sludge disposal for fiscal year 2013, the total average annual output was approximately 292,000 gallons with an average percentage of solids of 1.54%.

### II. INSTITUTIONAL RESPONSIBILITIES

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

SPECIFICATIONS AND REQUIREMENTS (continued)

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. It shall be the responsibility of the Contractor to provide any and all labor, equipment, materials, and other resources necessary to perform all work as required, except as otherwise indicated in these specifications. Prior to beginning operations, the Contractor shall comply with all rules and be responsible for obtaining all applicable permits for biosolid land application as described in [Ohio's Sewage Sludge Rules \(OAC § 3745.40\)](#).
- B. Under Contract operations, the Contractor will decide whether to subsurface inject, belt press and land apply, or landfill biosolids. The biosolids will be subsurface injected or land applied on property obtained by the Contractor and authorized by the Ohio EPA. The Contractor will be required to either temporarily store the biosolids off-site or landfill the biosolids, if weather conditions prevent land application longer than the existing seven (7) month maximum storage time of the plant.
- C. The Contractor shall keep and maintain records which will enable the DRC, as well as the Contractor, to ascertain and determine clearly and accurately the total volume of all biosolids removed from the wastewater treatment plant, application rates and volumes applied per site. The method of record keeping shall be proposed by the Contractor and subject to DRC approval. Records shall conform to those required under Federal, State, and local regulations relating to biosolids.
- D. It shall be the responsibility of the Contractor to obtain sludge characteristics required beyond those provided by SCCL. The Contractor will maintain records of and provide SCCL with copies of those records for any sludge characteristic monitored by the Contractor.

IV. CONTRACTOR SPECIFIC RESPONSIBILITIES

A. SCHEDULE FOR TREATMENT AND DISPOSAL

- 1. The Contractor shall be prepared to remove, treat, load, and dispose of biosolids from the SCCL Wastewater Treatment Plant on an as needed basis when SCCL is unable to perform its own onsite field disposal.
- 2. Removal periods shall occur on ten (10) consecutive days, weather permitting.

- B. The Contractor shall be licensed in Fairfield and other counties as required to handle, remove, haul, store, and dispose of biosolids from wastewater treatment plant operations in complete conformance with all local, county, State and Federal regulations concerning the loading, hauling, storage, injecting, surface applying and disposal of the biosolids meeting [40CFR503 Federal Regulations for Class B sludge](#) and [OAC § 3745.40](#).

C. MEASUREMENT AND PAYMENT FOR SCCL

- 1. During the removal of biosolids the Contractor shall use a flow meter calibrated to U.S. gallons, or the manufacturer's listed tank capacity in U.S. gallons of the transfer vehicle.
- 2. The Contractor will be paid on the unit price bid per gallon of biosolids removed, treated, hauled, and disposed of offsite, as listed in the proposal. The price bid shall be based on an estimated quantity of biosolids to be disposed of. The % solids concentration will vary; however, solids concentrations from 1.5% to 3.0% are anticipated.

V. BIDDER QUALIFICATIONS AND SUBMITTALS

As part of their Bid submittal, each Bidder should provide with their Bid:

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

SPECIFICATIONS AND REQUIREMENTS (continued)

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

Bid Price Page

OAKS ITEM ID	DESCRIPTION OF SERVICE	ESTIMATED ANNUAL USAGE	PRICE PER GALLON OF BIOSOLIDS
	LOADING, REMOVAL AND DISPOSAL OF BIOSOLIDS GENERATED BY THE SOUTHEASTERN CORRECTIONAL COMPLEX LANCASTER WASTEWATER TREATMENT PLANT.	57,000 GALLONS  BASED ON AN AVERAGE PERCENT (%) SOLIDS OF 1.54%	\$

COST ELEMENTS	AS A PERCENTAGE, DEFINE EACH COST ELEMENT THAT CONTRIBUTES TO THE COSTS ABOVE
Equipment	%
Labor	%
Fuel	%
Permits & Licenses	%
Landfill Cost	%
Land Leases	%

LANDFILL NAME AND ADDRESS: \_\_\_\_\_

CURRENT ACTUAL LANDFILL COST PER TON CHARGED TO THE CONTRACTOR: \$ \_\_\_\_\_

**Bid Automobile Liability Checklist:**

**Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.**

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.