

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: Pick-Up and Disposal of Hazardous Waste, Statewide

CONTRACT No.: RS901813

EFFECTIVE DATES: 11/01/12 to 09/30/16

Renewal through 09/30/17 \*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS901813 that opened on 09/21/12. 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.

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

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

\*Indicate renewal, effective 10/1/16.

Signed: \_\_\_\_\_  
Robert Blair, 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.

**ESTABLISHED BUSINESS:** To be considered responsive, the Bidder must, at the time of Bid submission be an established business with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this Bid. Documentation may be required as part of the evaluation/award process.

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

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

**SUPPLEMENTAL BIDS:** During the term of this Contract, as additional hazardous waste streams are identified requiring recycling and disposal services, a Bid may be issued under separate cover and become part of this Contract upon award. Additionally, this Contract is available, by amendment, to all state agencies and properly registered Cooperative Purchasing members, as needs are identified.

**COOPERATIVE PURCHASING CONTRACT:** 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](http://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 inquiries within forty-eight (48) hours. 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.

**SITE VISIT:** Site visits are not mandatory for submitting a Bid Response. If a Bidder desires a site visit to a particular site, an inquiry may be submitted, and contact information for the site visit will be provided in a timely manner. 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 the Ohio department of Transportation (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 and disposal process occurring at any location to include off-site locations.

**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.

**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 must identify exactly what the subcontractors responsibilities will be.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

Subcontractors must meet the approval of the Office of Procurement Services. Subcontractors must comply with all terms and conditions as specified 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: Contract Analyst RS901813, 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: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total for each quadrant as defined in this Bid (see Exhibit 1). There will be one award per quadrant. Bidders may bid on any number of quadrants.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will multiply each line item bid price by the estimated usage for that line item in each quadrant for which the Bidder has provided pricing. The total for each quadrant will be the sum of these values. Therefore a Bidder may have up to four quadrant totals for evaluation. Bidders must provide pricing for all items in a particular quadrant to be eligible for evaluation. Failure of a Bidder to bid all items in a quadrant will deem the Bidder not responsive for that particular quadrant only.

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.

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".

CONTRACTOR REVENUE SHARE AND QUARTERLY SALES REPORTING: 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 0.75% 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 Cooperative Purchasing members using this Contract. The Contractor must report quarterly sales within 30 days of the end of each quarter using the DAS on-line Contractor portal. The Contractor must report State agency sales and Cooperative Purchasing sales separately on this report. Instructions and login information for use of the on-line portal will be provided after Contract award.

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 of State" and forward the check to the following address:

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

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.

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 the 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.

CONTRACT RS900011 (INDEX GDC141): Upon expiration notice of Contract RS900011 by DAS, the agencies previously using Contract RS900011 will be required to use this Contract.

## GENERAL SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE:

These specifications will cover the removal and disposal of hazardous waste for state agencies, institutions and Cooperative Purchasing members throughout the State as listed within. The term "agency" will be used throughout the Bid/Contract to represent any authorized user of the Contract.

- A. The contract will include the packaging, labeling, removal, transportation, and disposal of hazardous waste in accordance with Department of Transportation (DOT) and Ohio Environmental Protection Agency (Ohio EPA) regulations to include 40 CFR 260-299, Chapters 3645-50 through 3645-90 of the Ohio Administrative Code (OAC), Chapter 3734 of the OAC, and all other applicable state, federal, and local laws, regulations and policies. The contract will also include various hazardous waste management services, including but not limited to hazardous waste reporting, on-site hazardous waste audits, hazardous waste characterization, hazardous waste consolidation, waste stream identification and profiling, and universal waste recycling. The successful bidder must be permitted to transport, store, and dispose of hazardous waste and materials.
- B. All Bidders are to submit with their Bid the 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 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 the requesting agency 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 should be the third method 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. The Contractor 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. The Contractor must maintain professional liability insurance in specified amounts and provide policy evidence.
- C. The Contractor must be compliant with Section 153.7 of the Ohio Revised Code (ORC) or its current revision.
- D. The Contractor 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. The Contractor 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 (continued)

- 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 both non-hazardous and hazardous materials. Such compliance may include, but is 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 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 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 will be given to the Bid. The following will be the list of mandatory documentation to be submitted with the 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. 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, which 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 a walk-through must be made within 5 days of the request.
- B. After award, the Contractor, at their own expense, may have waste streams analyzed. Waste samples may be obtained by contacting the agency hazardous waste contact. The analyses must be made by a fully licensed and permitted laboratory. Waste stream reports must be forwarded to the contact person at the agency from which the waste sample was picked up for analysis and disposal.
- C. The Contractor must be able to ensure pick-up of materials within fifteen (15) calendar days after notification by the agency. Materials must be typically picked up between 8:00am and 3:00pm, Monday through Friday, excluding state holidays. Arrangements for pick-up must be made with the agency hazardous waste contact person.
- D. The Contractor must furnish each location with shipping and hazardous waste labels as required by the Department of Transportation and any other governing authority.
- E. The Contractor must furnish an appropriate manifest for shipment of materials.
- F. The Contractor must provide transportation and equipment required to move materials from the storage area at the agency facility to its final destination.

GENERAL SPECIFICATIONS AND REQUIREMENTS (continued)

- G. The 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 will be responsible for the accuracy of the work and will make necessary revisions and corrections resulting from their errors and omissions without additional compensation. Acceptance of the work will 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 service these areas upon mutual discussion and agreement.
- J. The Contractor must provide Material Safety Data Sheets (MSDS) if the agency has not already done so.

VI. CORRECTIONAL INSTITUTION SPECIFICATIONS:

- A. Typical times of service for the correctional institutions 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. The Contractor must limit the time spent within the perimeter fence to the minimum amount of time required to pick-up the containers.
- C. The Contractor must make every effort to complete all pick-up activities no later than either 10:45 a.m. or 2:45 p.m. just prior to typical inmate counts at 11:00 and 3:00..
- 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. Contractor trucks and employees will be subject to search both entering and/or leaving the institution.
- F. Pick-up days will be either scheduled 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 fence, 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.
- K. In the event of an institutional emergency, the Contractor must provide equipment/disposal service within twenty-four (24) hours of notification.
- L. The Contractor must coordinate all schedules for pick-up services by calling the institutional contact at each agency facility.

GENERAL SPECIFICATIONS AND REQUIREMENTS (continued)

VII. OHIO ARMY NATIONAL GUARD (OHARNG) FACILITY SPECIFICATIONS:

- A. For purposes of this Contract the agency contact person for all OHARNG facilities is a single point of contact, the OHARNG Hazardous Waste Manager.
- B. Due to high security standards at OHARNG facilities, site visits to several facilities is not feasible. Therefore, prior to submitting a Bid Response, the Bidder is encouraged to contact the OHARNG Environmental Office to arrange a visit to a typical OHARNG maintenance facility. The OHARNG's Hazardous Waste Manager will accompany the Bidder to the site to answer questions and familiarize the Bidder with operations at a typical maintenance facility.
- C. Typical times of service for OHARNG facilities are between 8:00 a.m. and 11:00 a.m. and/or 1:00 p.m. and 3:00 p.m.. Times may vary depending on the mission requirements at each facility. Services outside these specified time must be arranged through site point-of-contact provided by the OHARNG Hazardous Waste Manager upon request.
- D. Contractor trucks and employees will be subject to search both entering and/or leaving the facility. All Contractor employees entering the facility must present valid photo identification upon request.
- E. Pick-up days will be either scheduled or on-call, at the institutions request.
- F. Contractors must be escorted by an OHARNG employee at all times while on the facility.
- G. In the event of a security breach, emergency or other unforeseen incident(s), the Contractor may be asked to return later. If the incident occurs while the Contractor is within the perimeter fence, 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.
- H. It is the agency's option to determine the location of the container(s) and declare the service frequency.
- I. 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.
- J. The Contractor will provide immediate spill response services for any spills that occur at an OHARNG facility during waste consolidation, containerization, loading or transportation operations. The Contractor will be equipped to control, remediate, transport, and dispose all spilled material. The Contractor will provide to the OHARNG, upon request, documentation which proves spill response personnel have received appropriate first responder training, as required by the Occupational Safety and Health Administration (OSHA).
- K. 'Due to the high turnover rate for military personnel at OHARNG facilities, the Contractor must coordinate all services through the OHARNG Hazardous Waste Manager. Facility points-of-contact (POC) will be provided by the OHARNG Hazardous Waste Manager. Direct coordination of services with the POC at the facility is at the discretion of the OHARNG Hazardous Waste Manager.

VIII. SPECIFICATIONS FOR DISPOSAL SERVICES:

- A. All pick-up services must be completed within 15 calendar days upon receipt of notification and/or PO.
- B. All disposal services must be completed within 90 calendar days of pick-up.
- C. The Contractor must provide the agency contact person a Certificate of Disposal/recycling within 100 calendar days of waste pick-up.

GENERAL SPECIFICATIONS AND REQUIREMENTS (continued)

IX. OHARNG FACILITIES: The following table provides the current list of OHARNG facilities for this Contract.

TABLE 1 OHARNG FACILITIES

|  | Address   | County     | Quadrant |
|--|---|------------|----------|
|  | 2400 North Airport Road, Mansfield, OH 44902                        | Richland   | 1        |
|  | 855 South Collett Street, Lima, OH 45804                            | Allen      | 1        |
|  | 28846 Tracy Road, Walbridge, OH 43465                               | Wood       | 1        |
|  | 1000 Lawrence Road, BLDG 2008, Camp Perry, OH 43453                 | Ottawa     | 1        |
|  | 6247 Engle Road, Brookpark, OH 44142                                | Cuyahoga   | 2        |
|  | 4303 Green Road, Cleveland, OH 44128                                | Cuyahoga   | 2        |
|  | 4630 Allen Road, Stow, OH 44224                                     | Summit     | 2        |
|  | 475 Victoria Road, Youngstown, OH 44515                             | Mahoning   | 2        |
|  | 5980 West Airport Drive, North Canton, OH 44720                     | Stark      | 2        |
|  | 6000 West Airport Drive, North Canton, OH 44720                     | Stark      | 2        |
|  | 1438 SR534 SW, Newton Falls, OH 44444                               | Trumbull   | 2        |
|  | 4497 Hawk Drive, McConnelsville, OH 43756                           | Morgan     | 3        |
|  | 7246 2nd Street, Bldg 846, Columbus, OH 43217                       | Franklin   | 3        |
|  | 7750 S. Access Road, Bldg 918, Columbus, OH 43055                   | Franklin   | 3        |
|  | Warehouse and CIF, 3990 E. Broad Street, BLDG 5, Columbus, OH 43213 | Franklin   | 3        |
|  | Bldg 6, Roosevelt Street, DSCC, Columbus, OH 43218                  | Franklin   | 3        |
|  | 2825 West Dublin Granville Road, OH 43235                           | Franklin   | 3        |
|  | P.O. Box 725, BLDG 751, DoD Reserve, Piketon, OH 45661              | Pike       | 4        |
|  | 3000 Symmes Road, Hamilton, OH 45015                                | Butler     | 4        |
|  | 2555 County Line Road, Kettering, OH 45430                          | Montgomery | 4        |
|  | 1120 Blee Road West, Springfield, OH 45502                          | Clark      | 4        |

X. 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.

XI. CONTAINERS: The Contractor must supply shipping/storage containers appropriate for containments and transportation purposes. All reasonable measures will be taken by each agency to avoid any unnecessary damage to Contractor supplied containers stored and handled on agency property. If any containers are damaged beyond use due to clear negligence of the agency during handling or storage on agency property, the agency will compensate the Contractor for the reasonable cost of the item(s).

A listing of the purchase price for all containers should be provided on the Bid Price Page. . If not included on the Bid Price Page, the Contractor must provide the information within 7 days of an agency request. The actual price charged to the agency must be a depreciated cost based on the original purchase price Documentation of original purchase price must be provided upon request.

In the event that a container is damaged through negligence by the Contractor and deemed inadequate by the agency, the Contractor must provide a replacement container at no cost to the agency within seven (7) calendar days upon request.

Agencies will collect and store items in appropriately labeled containers provided by the Contractor.

### GENERAL SPECIFICATIONS AND REQUIREMENTS (continued)

The Contractor must coordinate with the agency contact person to determine required container quantities and container exchange scheduling for each agency. The initial distribution of containers to all sites will be accomplished within fifteen (15) days of notification of Contract award; or as agreed upon by each agency.

All containers must be appropriate for containment and transportation purposes. They must be easily identifiable to distinguish the enclosed hazardous waste/material. Waste materials that are not similar in recycling method and/or reimbursement indices, cannot be combined in the same container.

Contractor must provide covers for all supplied containers. The Contractor must provide specific lid types (i.e. lockable, metal etc.) to the agency at no additional cost upon request.

The number and type of containers delivered should be verified by an agency contact person prior to the release of containers for pick-up.

The Bidder's bid price must include provisions for providing container labels, shipping labels and any other required paperwork to meet local, state and federal regulations. If requested by the Contractor, the agency may be willing to assume responsibility for filling out and affixing shipping labels to containers in preparation for shipments.

#### XII. SCHEDULE:

All pick-ups will be on-call or as determined in coordination with the agency contact person.

Upon notification, the Contractor must pick-up requested containers within fifteen (15) business days. The agency contact person along with the Contractor will determine the appropriate timing for the pick-up.

All pick-up services at agency facilities will be scheduled through the agency contact person unless otherwise specified. Direct coordination with agency facilities personnel is at the discretion of the agency contact person.

The Contractor will provide the agency with a single Contractor Point of Contact (CPoC) for this Contract. The CPoC will be responsible for scheduling and coordinating waste shipments from agency facilities, when contacted by an agency contact person. The CPoC will also be required to schedule and conduct appropriate waste characterization activities and will serve to provide the agency with all reports, manifests, and associated documentation, as required by this contract. Waste shipments will be scheduled during normal agency facility operating hours. The Contractor has five (5) business days after notification by the agency contact person to schedule the pick-up. Due to security requirements, the CPoC is required to notify the agency contact person at least five (5) business days prior to any waste pick-up.

#### XIII. DOCUMENTATION AND REPORTING:

The Contractor will complete all hazardous waste profile sheets and prepare all hazardous waste manifests for signature by agency representatives at the time of pick-up. Copies of all waste profile sheets, land disposal restriction (LDR) forms, and hazardous waste manifests will be provided to the agency. All manifests and waste profiles for the OHARNG are to be reviewed and signed by a representative of the OHARNG Environmental Office.

The Contractor will conduct and provide all hazardous waste reporting for the agency, as required by federal, state, and local regulations. The Contractor must prepare all necessary hazardous waste reports for review and approval by the agency. The Contractor will maintain all waste manifests and track all waste shipments. The Contractor will provide the agency with original copies of all waste manifests, and will keep duplicate manifests on file at the Contractor's office, for review and audit by the agency.

The Contractor will provide the agency with due diligence audit reports for their disposal facilities, at the request of the agency. The Contractor will fully record all waste disposal activities, including, but not limited to, waste shipments, waste profiles, disposal facility waste approvals, LDR forms, and waste manifests and certificates of disposal. Copies of these records will be provided to the agency on a monthly basis for tracking, recordkeeping, and invoice processing purposes.

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. The reports must be filed within 30 days after the end of each quarter. The report must show by site the volume and types of waste removed and method of disposal for each type.

GENERAL SPECIFICATIONS AND REQUIREMENTS (continued)

XIV. **INVOICING:** Each vendor's invoice will clearly identify the facility, pick-up location, items, and quantities. Documentation will be considered complete when the following items are included: Original Invoice (with description), Bill-of-Lading, Manifest (signed by TSDf, recycling facility etc.). " Costs associated with transportation, handling, packaging and disposal of Solid Waste, Universal Waste, and Hazardous Waste must be itemized separately.

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

Duplicate copies will be sent at the request of the agency 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) pick-up location, pick-up date, unit price, destruction cost, recycling value (if any) and weight or volume 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 an agency's scale, if available, to verify the gross weight indicated by the agency before departure. The weight of material recycled by the Contractor and charged to the agency must not exceed the weight indicated by agency.

XV. **REBATES:** The contractor must provide monthly rebates for any reimbursements received resulting from recycling of materials within this Contract. The rebate amount must be accompanied by a receipt from the recycling facility verifying the weight and amount received. Each receipt must contain a breakdown of materials received by the recycling facility.

Each agency has the option to receive a rebate check or a credit to their next invoice. In the event that no reimbursement is paid by the recycler, no check or invoice credits will be passed on from the Contractor to the agency.

OHARNG facilities will receive a monthly rebate check for these funds. In the event that no reimbursement is paid by the recycler, no cost or adjustments will be passed on from the Contractor to the OHARNG. The rebate check must be made out to "USP&FO for Ohio" and sent to "United States Property and Fiscal Officer, ATTN: Supply Management Officer (NGOH-PFO-S), 2811 West Dublin Granville Road, Columbus, OH 43235. The rebate check must be accompanied by all applicable receipts. Copies of the receipts accompanying the rebate check must be sent to the OHARNG Hazardous Waste Manager for validation. Copies of the receipts must be sent to "Adjutant General's Department of Ohio, Directorate of Installation Management and Resources, ATTN Hazardous Waste Manager (NGOH-DIMR-FS-ENV), 2825 West Dublin Granville Road, Columbus, OH 43235.

XVI. **CONTRACTOR GENERAL PERFORMANCE REQUIREMENTS:**

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

GENERAL SPECIFICATIONS AND REQUIREMENTS (continued)

- C. The Contractor is responsible for 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.] must be provided by the Contractor and will be carried on the Contractor's vehicle. The agency will not provide storage room at collection sites for the Contractor's clean up equipment.
- D. If needed, the agency will 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.
- F. Selection of the transportation, storage and disposal facilities (TSDF) will be made using DRMS qualified facilities. A list of qualified DRMS facilities can be found at <http://www.drms.dla.mil/newenv/hwdisposal.shtml>. The Contractor must have written authorization from the agency to use any TSDF not on the qualified list as of the date of shipment. The Contractor will conduct on-site waste inventories at agency facilities as requested by the agency contact person. Inventory reports will be provided to the agency upon completion of the site visits.
- G. The Contractor will be responsible for conducting waste characterization activities at agency facilities upon request. The Contractor will conduct all required research for identification of waste present at agency facilities. Sampling and analysis required for the complete characterization of waste streams will also be provided by the Contractor. Waste characterization reports will be provided to the agency and will fully document the results of waste characterization activities. Waste characterization will be conducted on any unknown waste stream prior to the Contractor conducting any transportation or disposal of the waste stream. Samples need to be representative of the entire waste stream and that sample collection methodologies should be discussed with the agency contact person prior to sample collection.
- H. The Contractor will be prepared to conduct waste consolidation to minimize the disposal volumes from agency facilities and reduce the overall cost of disposal. Waste consolidation will be conducted on-site at agency facilities.
- I. The Contractor will be fully equipped to dispose of all potential waste streams. The Contractor will provide the agency with options for disposal of hazardous waste and will be equipped to provide disposal at multiple facilities, as required.
- J. The Contractor will provide all labor and materials to conduct all hazardous waste shipments from agency facilities. On-site personnel will ensure that hazardous waste manifests are completed appropriately and signed by qualified agency personnel prior to conducting transportation and disposal of waste. The Contractor will complete all LDR forms, provide/assists with containerization of the waste, and conduct proper labeling of waste streams. The Contractor will conduct proper loading of waste onto transport vehicles and will appropriately placard vehicles prior to transporting waste streams. The Contractor will ensure that personnel performing the activities outlined in this scope of work have received necessary OSHA and DOT training. The Contractor will provide records of such training to the agency upon request.
- K. The Contractor will conduct direct shipment of all waste streams to licensed hazardous waste disposal facilities. The Contractor will not repack waste once the waste streams have been transported from agency facilities. The Contractor will not commingle agency waste streams with waste streams from other waste generators. The Contractor will provide the agencies with Certificates of Destruction for all hazardous waste disposed. Every effort must be made by the Contractor to recycle, reduce and/or reutilize materials to divert wastes from landfills where possible.
- L. The Consulting hourly rates as defined on the Bid Price Page are for agency special requests for services that are not covered through regular use of this Contract. For example, if an agency wanted the Contractor to define and document a comprehensive EPA approved hazardous waste plan. The consulting hours could be used for the plan development. The Contract would then be used to implement the plan with no additional consulting costs. The consulting services cannot be used for activities that are covered directly by the Contract such as waste stream analysis.

BID PRICE PAGE

Bidders must submit pricing for all items in a particular quadrant (Q1, Q2, Q3 or Q4) to be evaluated for award of all facilities within that particular quadrant. Bidders may submit pricing for any number of quadrants. All bid values are in US dollars and must not have more than 2 digits to the right of the decimal. Each quadrant spans across three pages. The estimated quantity values are provided for evaluation purposes. The actual contracted quantities will vary based on need.

| ITEM #  | ITEM DESCRIPTION  | UNIT | Q1       | Q2       | Q3       | Q4       |
|---|---|------|----------|----------|----------|----------|
| <b>Staffing - Consulting</b>  |   |      |          |          |          |          |
| 23146   | Certified Hazardous Waste Manager   | HR   | \$65.00  | \$65.00  | \$65.00  | \$65.00  |
| 23147   | Certified Hazardous Waste Technician  | HR   | \$45.00  | \$45.00  | \$45.00  | \$45.00  |
| 23148   | Administrative Assistant  | HR   | \$25.00  | \$25.00  | \$25.00  | \$25.00  |
| <b>Waste streams - Packaging, Transportation and Recycling/Disposal</b> |   |      |          |          |          |          |
| 23149   | D001 Ignitable Waste, Liquid  | GAL  | \$2.00   | \$2.00   | \$2.00   | \$2.00   |
| 23150   | D001 Ignitable Waste, Solid   | LB   | \$0.80   | \$0.80   | \$0.80   | \$0.80   |
| 23151   | D002 Corrosive Waste, Liquid  | GAL  | \$5.50   | \$5.50   | \$5.50   | \$5.50   |
| 23152   | D003 Reactive Waste   | LB   | \$5.00   | \$5.00   | \$5.00   | \$5.00   |
| 23153   | D004-D043 Toxic Waste, Liquid   | GAL  | \$5.50   | \$5.50   | \$5.50   | \$5.50   |
| 23154   | D004-D043 Toxic Waste, Solid  | LB   | \$1.35   | \$1.35   | \$1.35   | \$1.35   |
| 23155   | F001-F005 Solid Waste   | LB   | \$1.35   | \$1.35   | \$1.35   | \$1.35   |
| 23156   | U code RCRA waste, liquid   | GAL  | \$5.50   | \$5.50   | \$5.50   | \$5.50   |
| 23157   | U code RCRA waste, solid  | LB   | \$1.35   | \$1.35   | \$1.35   | \$1.35   |
| 23158   | Ozone Depleting Chemical  | LB   | \$7.50   | \$7.50   | \$7.50   | \$7.50   |
| 23159   | Aerosol Cans, non-punctured   | GAL  | \$5.50   | \$5.50   | \$5.50   | \$5.50   |
| 23160   | PCB (Polychlorinated Biphenyls) > 50ppm, solid  | LB   | \$7.50   | \$7.50   | \$7.50   | \$7.50   |
| 23161   | PCB (Polychlorinated Biphenyls) > 50ppm, liquid   | GAL  | \$7.50   | \$7.50   | \$7.50   | \$7.50   |
| 23162   | PCB (Polychlorinated Biphenyls) > 0ppm and < 50ppm, solid                                 | LB   | \$7.50   | \$7.50   | \$7.50   | \$7.50   |
| 23163   | PCB (Polychlorinated Biphenyls and D008 Lead Waste, solid                                 | LB   | \$7.50   | \$7.50   | \$7.50   | \$7.50   |
| 23164   | Asbestos  | GAL  | \$5.50   | \$5.50   | \$5.50   | \$5.50   |
| 23165   | Asbestos, bulk  | CY   | \$40.00  | \$40.00  | \$40.00  | \$40.00  |
| 23166   | liquid, oil and water mix   | GAL  | \$0.35   | \$0.35   | \$0.35   | \$0.35   |
| 23167   | liquid, nonhazardous exceeds Public Operated Treatment Works discharge limits             | GAL  | \$2.75   | \$2.75   | \$2.75   | \$2.75   |
| 23168   | Non-Hazardous Liquids (ex. Janitorial chemicals, latex paint, grease, water contaminated) | GAL  | \$5.50   | \$5.50   | \$5.50   | \$5.50   |
| 23169   | Non-Hazardous Solids (ex. used fuel filters diesel, absorbents)                           | GAL  | \$2.75   | \$2.75   | \$2.75   | \$2.75   |
| 23170   | Non-Hazardous Soil  | CY   | \$50.00  | \$50.00  | \$50.00  | \$50.00  |
| 23171   | Hazardous Soil  | CY   | \$150.00 | \$150.00 | \$150.00 | \$150.00 |
| 23172   | Off Spec Diesel   | GAL  | \$2.00   | \$2.00   | \$2.00   | \$2.00   |
| 23173   | Off Spec Gasoline   | GAL  | \$2.00   | \$2.00   | \$2.00   | \$2.00   |
| 23174   | Oil Filters   | GAL  | \$2.75   | \$2.75   | \$2.75   | \$2.75   |
| 23175   | Used Oil  | GAL  | \$1.35   | \$1.35   | \$1.35   | \$1.35   |
| 23176   | Cafeteria Grease  | GAL  | \$2.75   | \$2.75   | \$2.75   | \$2.75   |
| 23177   | Acetylene and Oxygen Cylinders  | EA   | \$150.00 | \$150.00 | \$150.00 | \$150.00 |
| 23178   | Antifreeze  | GAL  | \$2.75   | \$2.75   | \$2.75   | \$2.75   |
| 23179   | Battery Acid, unused  | GAL  | \$7.50   | \$7.50   | \$7.50   | \$7.50   |

BID PRICE PAGE (continued)

| ITEM # | ITEM DESCRIPTION  | UNIT   | Q1         | Q2         | Q3         | Q4         |
|--------|---|--------|------------|------------|------------|------------|
| 23180  | Ether Starter and Propane Cylinders   | EA     | \$135.00   | \$135.00   | \$135.00   | \$135.00   |
| 23181  | Universal Waste, Magnesium Battery  | LB     | \$5.50     | \$5.50     | \$5.50     | \$5.50     |
| 23182  | Universal Waste, Sodium Hydroxide Battery   | LB     | \$7.00     | \$7.00     | \$7.00     | \$7.00     |
| 23183  | Universal Waste, Lead Acid  | LB     | \$0.40     | \$0.40     | \$0.40     | \$0.40     |
| 23184  | Universal Waste, Ni/Cad Battery   | LB     | \$1.00     | \$1.00     | \$1.00     | \$1.00     |
| 23185  | Universal Waste, Lithium Battery  | LB     | \$7.00     | \$7.00     | \$7.00     | \$7.00     |
| 23186  | Universal Waste Lamps, fluorescent lamp   | EA     | \$0.70     | \$0.70     | \$0.70     | \$0.70     |
| 23187  | Universal Waste, Sodium Vapor Bulb  | LB     | \$40.00    | \$40.00    | \$40.00    | \$40.00    |
| 23188  | Universal Waste, Metal Halide Bulb  | LB     | \$40.00    | \$40.00    | \$40.00    | \$40.00    |
| 23189  | Universal Waste Mercury Containing Equipment  | LB     | \$40.00    | \$40.00    | \$40.00    | \$40.00    |
| 23190  | Construction and Demolition Debris  | CY     | \$30.00    | \$30.00    | \$30.00    | \$30.00    |
|        | <b>Services - Spill Mitigation, Clean-up and Analysis</b>   |        |            |            |            |            |
| 23219  | Mercury Spill Cleanup < 1 gallon (mobilization, ppe, onsite air monitoring, clearance sampling, cleanup equipment and final report)         | EVENT  | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 |
| 23220  | Mercury Spill Cleanup > 1 and < 5 gallon (mobilization, ppe, onsite air monitoring, clearance sampling, cleanup equipment and final report) | EVENT  | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 |
| 23221  | RCRA Hazardous Waste Spill Cleanup <= 110 gal   | EVENT  | \$3,500.00 | \$3,500.00 | \$3,500.00 | \$3,500.00 |
| 23222  | RCRA Hazardous Waste Spill Cleanup > 110 gal  | EVENT  | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 |
| 23223  | Non-hazardous waste spill cleanup   | EVENT  | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| 23224  | Analysis, PCB   | SAMPLE | \$150.00   | \$150.00   | \$150.00   | \$150.00   |
| 23225  | Waste analysis, TCLP RCRA metals  | SAMPLE | \$200.00   | \$200.00   | \$200.00   | \$200.00   |
| 23226  | Waste analysis, TCLP  | SAMPLE | \$600.00   | \$600.00   | \$600.00   | \$600.00   |
| 23227  | Waste analysis, flashpoint  | SAMPLE | \$50.00    | \$50.00    | \$50.00    | \$50.00    |
| 23228  | Waste analysis, pH  | SAMPLE | \$25.00    | \$25.00    | \$25.00    | \$25.00    |
| 23229  | Tank cleaning, nonhazardous < 500 gal   | TANK   | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| 23230  | Tank cleaning, nonhazardous > 500 gal   | TANK   | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| 23191  | Simple acid neutralization service  | GAL    | \$5.00     | \$5.00     | \$5.00     | \$5.00     |
|        | <b>Purchase of containers (replacements), supplies and rentals</b>  |        |            |            |            |            |
| 23192  | Rental - 10yd container   | WK     | \$140.00   | \$140.00   | \$140.00   | \$140.00   |
| 23193  | Rental - 20yd container   | WK     | \$140.00   | \$140.00   | \$140.00   | \$140.00   |
| 23194  | Rental - 40yd container   | WK     | \$140.00   | \$140.00   | \$140.00   | \$140.00   |
| 23195  | Supply - delivery clean fill dirt   | CY     | \$15.00    | \$15.00    | \$15.00    | \$15.00    |
| 23196  | Supply - delivery clean gravel  | CY     | \$25.00    | \$25.00    | \$25.00    | \$25.00    |
| 23197  | Supply - 55gal drum open head steel   | EA     | \$45.00    | \$45.00    | \$45.00    | \$45.00    |
| 23198  | Supply - 55gal bung style head steel  | EA     | \$45.00    | \$45.00    | \$45.00    | \$45.00    |
| 23199  | Supply - 30gal drum open head steel   | EA     | \$45.00    | \$45.00    | \$45.00    | \$45.00    |
| 23200  | Supply - 30gal bung style head steel  | EA     | \$45.00    | \$45.00    | \$45.00    | \$45.00    |
| 23201  | Supply - lab pack containers and packing  | EA     | \$50.00    | \$50.00    | \$50.00    | \$50.00    |
| 23202  | Supply - corrosive safe poly drum 15-55gal size   | EA     | \$70.00    | \$70.00    | \$70.00    | \$70.00    |
| 23203  | Supply - aerosol puncturing unit Aerosolv Plus  | EA     | \$650.00   | \$650.00   | \$650.00   | \$650.00   |

BID PRICE PAGE (continued)

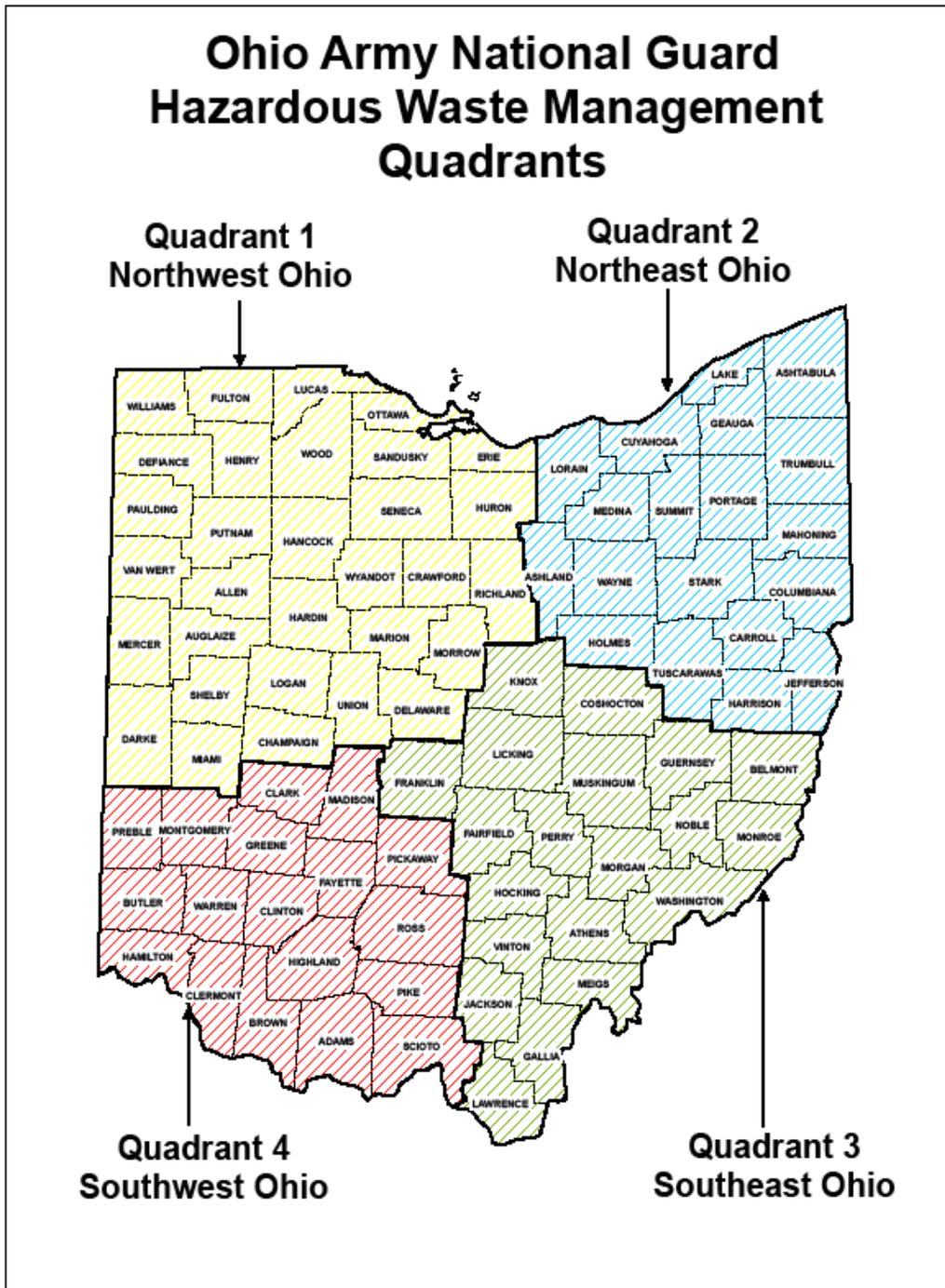
| ITEM #  | ITEM DESCRIPTION  | UNIT    | Q1       | Q2       | Q3       | Q4       |
|---------|---|---------|----------|----------|----------|----------|
| 23204   | Supply - aerosol puncturing unit maintenance kit Aerosolv   | EA      | \$95.00  | \$95.00  | \$95.00  | \$95.00  |
| 23205   | Supply - aerosol puncturing unit combination coalescing filter and carbon cartridge Aerosolv  | EA      | \$150.00 | \$150.00 | \$150.00 | \$150.00 |
| 23206   | Supply - aerosol puncturing unit Aerosolv carbon cartridge 2/box  | EA      | \$160.00 | \$160.00 | \$160.00 | \$160.00 |
| 23207   | Supply - self closing funnel self extinguishing   | EA      | \$250.00 | \$250.00 | \$250.00 | \$250.00 |
| 23208   | Supply - propane cylinder recycling system Pro-solv   | EA      | \$900.00 | \$900.00 | \$900.00 | \$900.00 |
| 23209   | Supply - labels vinyl (universal waste, hazardous waste, non-hazardous, recycling, PCB, Asbestos, waste characterization, used absorbent, used batteries, used oil) | PK (50) | \$25.00  | \$25.00  | \$25.00  | \$25.00  |
| 23210   | Supply - overpack salvage drum 50 gal   | EA      | \$45.00  | \$45.00  | \$45.00  | \$45.00  |
| 23211   | Supply - overpack salvage drum 65 gal   | EA      | \$150.00 | \$150.00 | \$150.00 | \$150.00 |
| 23212   | Supply - overpack salvage drum 95 gal   | EA      | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| 23213   | Supply - universal waste lamp box - holds 4ft fluorescent lamps (not drum)  | PK (10) | \$35.00  | \$35.00  | \$35.00  | \$35.00  |
| 23214   | Supply - universal waste lamp box - holds 8ft fluorescent lamps (not drum)  | PK (10) | \$50.00  | \$50.00  | \$50.00  | \$50.00  |
| 23215   | Supply - Used Battery container capacity 2gal, labeled "Used Batteries"   | PK (10) | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| 23216   | Supply - spill containment pallet, 2 drum capacity min 4500lb capacity 4way forklift entry and 66 gal sump, nonslip grate   | EA      | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| 23217   | Supply - spill containment pallet, 1 drum capacity min 800lb capacity 2way forklift entry and 61 gal sump, nonslip grate  | EA      | \$250.00 | \$250.00 | \$250.00 | \$250.00 |
| 23218   | Supply - 5 gallon locking buckets   | EA      | \$25.00  | \$25.00  | \$25.00  | \$25.00  |
| * 24062 | Miscellaneous items for multiple projects   | AMT     | N/A      | N/A      | N/A      | N/A      |

Notes:

Defined Units: HR = per Hour, GAL = per Gallon, LB = per Pound, CY = per Cubic Yard, EA = per Each, EVENT = per Event, SAMPLE = per Sample, TANK = per Tank, WK = per Week, PK ( ) = per Pack (quantity)

\* Indicates the addition of a new OAKS item number.

Bid Exhibit 1



Q1 counties: Allen, Auglaize, Champaign, Crawford, Darke, Defiance, Delaware, Erie, Fulton, Hancock, Hardin, Henry, Huron, Logan, Lucas, Marion, Morrow, Mercer, Miami, Ottawa, Paulding, Putnam, Richland, Sandusky, Seneca, Shelby, Union, Van Wert, Williams, Wood, Wyandot

Q2 counties: Ashland, Ashtabula, Carroll, Columbiana, Cuyahoga, Geauga, Harrison, Holmes, Jefferson, Lake, Lorain, Mahoning, Medina, Portage, Stark, Summit, Trumbull, Tuscarawas, Wayne

Q3 counties: Athens, Belmont, Coshocton, Fairfield, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Meigs, Monroe, Morgan, Muskingum, Noble, Perry, Vinton, Washington

Q4 counties: Adams, Brown, Butler, Clark, Clermont, Clinton, Fayette, Greene, Hamilton, Highland, Madison, Montgomery, Pickaway, Pike, Preble, Ross, Scioto, Warren

CONTRACTOR INDEX

CONTRACTOR TERMS AND SHIPMENT:

BID CONTRACT NO.: RS901813



000069104  
Environmental Management Specialists  
6909 Engle Rd. Suite C-31  
Cleveland, Ohio 44130

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT:

PHONE NUMBER FOR ALL SERVICE REQUESTS

EMS One Call (877) 816-9111

Contract Contact:  
Paul Thomas \*

Telephone: (440) 783-8850 \*  
E-mail address: pthomas@emsonsite.com \*

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS: EMS One Call or email

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US BANK Payment Card Service

BID CONTRACT NO.: RS901813-2

\* Indicates an update to the Contractor contact information.

SUMMARY OF AMENDMENTS

| <b>Amendment Number</b> | <b>Effective Date</b> | <b>Description</b>  |
|-------------------------|-----------------------|---|
| 5                       | 08/19/16              | This amendment is issued to update the Contractor contact information.  |
| 4                       | 10/01/16              | This amendment is issued to mutually renew the Contract an additional twelve (12) months, effective 10/01/16 through 09/30/17. Additionally, the Contract Analyst is removed from the first page. |
| 3                       | 08/25/15              | This amendment is issued to update the Contractor contact information.  |
| 2                       | 03/01/13              | This amendment is issued to update the contact information on the Contract.   |
| 1                       | 12/22/12              | This amendment is issued to add a new OAKS item number.   |