

**REQUEST FOR PROPOSALS
BY THE
OHIO ENVIRONMENTAL PROTECTION AGENCY**

June 1, 2004

The Ohio Environmental Protection Agency (Ohio EPA), Division of Solid and Infectious Waste Management (DSIWM), is seeking the services of a qualified contractor (Contractor) or contractors (Contractors) to prepare solid waste management plan updates for four (4) Ohio solid waste management districts (SWMDs) which are identified in Section 1.3 of this Request for Proposals (RFP). Ohio EPA invites qualified Contractors to submit proposals to provide services for preparation of these solid waste management plan updates. This RFP provides the details regarding what is required to submit a proposal for preparing the solid waste management plan updates, how Ohio EPA will evaluate the proposals that are received, and what will be required of the Contractors to prepare the solid waste management plan updates.

Proposal Due Date and Time: June 22, 2004, 10 a.m., Eastern Standard Time (EST)

Pre-Proposal Meeting: June 11, 2004, 10 a.m., EST

All inquiries shall be made in accordance with Section 3.2 of this RFP and be directed to the State Project Representative:

Ernie Stall: ernie.stall@epa.state.oh.us

Proposals shall be delivered to : The Ohio Environmental Protection Agency
Attention: Ernie Stall, DSIWM

Via U. S. Mail: Lazarus Government Center
P.O. Box 1049
Columbus, Ohio 43216-1049

Hand Delivered: Lazarus Government Center
122 South Front Street
Columbus, Ohio 43215

1.0 REQUEST FOR PROPOSALS OVERVIEW

1.1 Request for Proposals Organization

This RFP is organized into five (5) sections and two (2) attachments totaling 34 consecutively numbered pages.

Sections:

Section 1.0: Request for Proposals Overview - includes: Organization; Purpose; Background information; and Timelines

Section 2.0: Project Scope of Work and/or Specifications of Goods Required - includes: General Scope of Activities; and Input and Consultation From Ohio EPA

Section 3.0: Proposal Contents, Organization, and Submission - includes: Contractor Pre-proposal Meeting; Internet Inquiries; Proposal Submission; Proposal Organization and Contents; Costs Incurred in Preparing the Proposal; and Trade Secret Information

Section 4.0: Evaluation of Proposals and Contractor Selection - includes: Rejection of Proposals; Proposal Review Process; Contractor Selection; Number of Contracts to be Issued; Contract Negotiations; and Failure to Negotiate

Section 5.0: Contract

Attachments:

Attachment 1: Draft Ohio EPA Contract

Attachment 2: Specification of Evaluation Criteria to Be Used in Contractor Selection Process

1.2 Purpose of Request for Proposals:

This is a request for proposals. If a suitable offer is made in response to this RFP, then the State of Ohio, Ohio EPA may enter into a contract to have the selected Contractor or Contractors prepare solid waste management plan updates for four (4) solid waste management districts identified in Section 1.3 of this RFP. Ohio EPA reserves the right to limit the number of contracts issued to a single Contractor, to issue multiple contracts to a single Contractor, or issue multiple contracts to multiple contractors.

This RFP is issued by Ohio EPA to obtain the services and/or goods that are specified in the "Project Scope of Work and/or Specifications of Goods Required," which is included as Section 2.0 of this RFP and in Exhibit A of Attachment 1 to this RFP. The Contractor or Contractors will be required to enter into a binding agreement to perform the work and/or supply the goods specified in Section 2.0 and in Exhibit A.

1.3 Background

SWMDs are required to prepare and obtain approval from Ohio EPA for periodic updates to their solid waste management plans. If a SWMD fails to obtain approval for its solid waste management plan update within the timeframe prescribed by the Ohio Revised Code, Ohio EPA is required to prepare a solid waste management plan for the SWMD and to order the SWMD to implement the solid waste management plan prepared by Ohio EPA. The following SWMDs have all failed to obtain approval for updates to their respective solid waste management plans from Ohio EPA by the deadlines prescribed by the Ohio Revised Code: the Allen, Champaign, Hardin, Madison, Shelby, Union Joint Solid Waste Management District; the Clinton County Solid Waste Management District; the Logan County Solid Waste Management District; and the Stark, Tuscarawas, Wayne Joint Solid Waste Management District. Consequently, as is required, Ohio EPA is taking over preparation of the solid waste management plan updates for all four of the aforementioned solid waste management districts.

1.4 Request for Proposals Timetable

The timetable presented below contains both firm and estimated dates. Ohio EPA reserves the right to reasonably adjust this timetable if it is in the best interests of the State of Ohio. If Ohio EPA changes the schedule before proposals are due, it will do so by posting changes on its website. It is each prospective Contractor's responsibility to check Ohio EPA, DSIWM's website for current information regarding this RFP and its calendar of events. The URL for Ohio EPA, DSIWM's website regarding this RFP and its calendar of events is <http://www.epa.state.oh.us/dsiwm/>.

Firm Dates:

| | | |
|------------------------|-------------|---------------|
| RFP Issued : | | June 1, 2004 |
| Inquiry Period Begins: | 8 a.m. EST | June 1, 2004 |
| Pre-Proposal Meeting: | 10 a.m. EST | June 11, 2004 |
| Inquiry Period Ends: | 10 a.m. EST | June 15, 2004 |
| Proposal Due Date: | 10 a.m. EST | June 22, 2004 |

Estimated Dates:

| | | |
|--|--|---------------|
| Contractor Selected: | | June 24, 2004 |
| <i>If Controlling Board Approval not needed:</i> | | |
| Contract Executed and Project Work Begins: | | July 8, 2004 |

If Controlling Board Approval Needed:

| | |
|---|----------------|
| State of Ohio Controlling Board Hearing: | July 26, 2004 |
| Contract Executed and Project Work Begins | August 9, 2004 |

Deadline for Delivery of Finished Product to Ohio EPA: June 30, 2005

As the current General Assembly cannot commit a future General Assembly to an expenditure, the contract resulting from this RFP cannot extend beyond the biennium ending June 30, 2005, unless affirmatively renewed by the issuance of a state purchase order or affirmatively renewed by a legally acceptable method. At this time, however, Ohio EPA expects the Contractor or Contractors awarded the contract to complete all work described in Section 2.0, "Project Scope of Work and/or Specifications of Goods Required" and contained in Exhibit A of Attachment 1 to the RFP, by June 30, 2005.

2.0 PROJECT SCOPE OF WORK AND/OR SPECIFICATIONS OF GOODS REQUIRED

The scope of work for the project is provided in this section of the RFP and in Exhibit A to the draft contract which is included as Attachment 1 to this RFP. If there is any inconsistency in the description of the scope of work and goods required between this section and Exhibit A, then Exhibit A shall govern.

2.1 General Scope of Work

The Contractor(s) selected to prepare solid waste management plan updates for the SWMDs named in Section 1.3 shall ensure that those plan updates are prepared in accordance with the *District Solid Waste Management Plan Format, version 3.0* unless otherwise directed by Ohio EPA, DSWM. Thus, the selected Contractor shall collect data and prepare all of the appropriate text, tables, supporting documentation, and appendices as required by the *District Solid Waste Management Plan Format, version 3.0*. The selected Contractor shall ensure that the solid waste management plan updates are prepared pursuant to and in compliance with all relevant Sections of Ohio Revised Code Chapter 3734 and the Ohio Administrative Code Rule 3745-27-90. The Contractor shall further ensure that the solid waste management plan updates are prepared in accordance with the provisions of the *1995 State Solid Waste Management Plan*, except that the Contractor may be required, under the direction of Ohio EPA to incorporate data, information, and/or programs to bring the solid waste management plan updates into compliance with selected provisions and requirements from the *2001 State Solid Waste Management Plan*. The *District Solid Waste Management Plan Format, version 3.0*, the *1995 State Solid Waste Management Plan*, and the *2001 State Solid Waste Management Plan* can all be

obtained from Ohio EPA, DSIWM's website at the following URL:
<http://www.epa.state.oh.us/dsiwm/>.

The Contractor shall ensure that all data that is used to prepare the solid waste management plan updates correlates with data that was previously reported to Ohio EPA in other formats (e.g. annual district reports, quarterly fee reports, etc.). If the Contractor determines that the data that was previously reported to Ohio EPA is erroneous or otherwise unusable, then the Contractor shall provide an explanation of this fact and reconcile the differences between the data that is used in the solid waste management plan updates and the data that was previously reported to Ohio EPA to the greatest extent possible.

The identification, evaluation, and selection of the recycling and waste reduction programs that will be provided by the SWMD throughout the planning period identified in the solid waste management plan update will be performed by the Contractor in close consultation with Ohio EPA. The ultimate decision regarding the portfolios of programs that will be included in the solid waste management plan updates will rest solely with Ohio EPA.

All deliverables will be reviewed by Ohio EPA prior to being accepted, and the Contractor shall be responsible for making changes that Ohio EPA determines to be necessary. Ohio EPA may require multiple rounds of reviews and revisions before deliverables are accepted as complete. The final work product will not be considered to be complete until Ohio EPA gives final, written approval.

The final work product shall be delivered to Ohio EPA in both hard copy and in electronic formats. All hard copies shall be printed on recycled-content paper and shall be printed on both sides of the paper to the extent possible. All electronic versions shall be delivered in WordPerfect 6.0 or 7.1 unless an alternate format is agreed to by Ohio EPA. All tables shall be delivered in Excel 5.0 unless an alternate format is agreed to by Ohio EPA. Interim work products will be delivered to Ohio EPA in a format to be agreed upon by Ohio EPA and the Contractor at a later time.

Once the Contractor has forwarded the final version of a solid waste management plan to Ohio EPA and Ohio EPA has accepted that final version, Ohio EPA will be responsible for duplicating the solid waste management plan and mailing the duplicates to the necessary parties.

2.2 Input and Consultation from Ohio EPA

The Contractor shall ensure that close consultation with Ohio EPA occurs and that extensive input from Ohio EPA is received throughout the plan preparation process. The Contractor must ensure that Ohio EPA is consulted prior to each significant step in preparing the solid waste management plan update(s) and that Ohio EPA is kept abreast of progress made by the Contractor. The Contractor must periodically

submit draft sections of the solid waste management plan update(s) for review and comment by Ohio EPA. Ohio EPA anticipates that a significant number of meetings between Ohio EPA and the Contractor will be necessary to achieve the required level of input and consultation.

At this time, Ohio EPA expects all meetings to be held at Ohio EPA's offices at the Central Office location in downtown Columbus, Ohio. It may be possible for one or more of the meetings detailed above to be conducted via conference call. However, Ohio EPA reserves the right to require the Contractor to attend meetings in person at Ohio EPA's offices in downtown Columbus, Ohio.

3.0 PROPOSAL CONTENTS, ORGANIZATION, AND SUBMISSION

3.1 Contractor Pre-Proposal Meeting

3.1.1 A Contractor Pre-Proposal Meeting will be held on June 11, 2004 beginning at 10 a.m., EST at Ohio EPA's offices located at the Lazarus Government Center, 122 South Front Street, Columbus, Ohio (*for directions to the office see <http://www.epa.state.oh.us/new/codirections.html>*).

Participation in the Contractor Pre-Proposal Meeting is required for all interested Contractors who intend to submit proposals for the solid waste management plan updates addressed by this RFP. At this time, Ohio EPA expects all interested Contractors to participate in the Contractor Pre-Proposal Meeting through attendance at Ohio EPA's offices in Columbus, Ohio. Ohio EPA may allow interested Contractors to participate in this meeting via conference call. If conference calling is permitted, Contractors who choose to participate via conference call will do so with the understanding that Ohio EPA will not be responsible for the quality of the connection or for the transfer of information from the meeting location to those Contractors. Ohio EPA reserves the right to require Contractors to attend the Contractor Pre-Proposal Meeting in person at Ohio EPA's offices in Columbus, Ohio.

Interested Contractors will have the opportunity during the Contractor Pre-Proposal Meeting to ask questions relative to the RFP and the solid waste management plans being addressed in the RFP. **Participation in the Contractor Pre-Proposal Meeting is a prerequisite for submitting a proposal.**

3.2 Internet Inquiries

3.2.1 Contractors may make inquiries regarding this RFP any time during the inquiry period established in Section 1.4. To make an inquiry, Contractors must observe the following guidelines:

- C Inquiries will only be accepted through e-mail
- C Inquiry e-mails must be sent to ernie.stall@epa.state.oh.us
- C Inquiry e-mails subject line must read "RFP for Preparation of Solid Waste Management Plan Updates"
- C Inquiries concerning a specific portion of this RFP must reference the relevant part of this RFP, the section heading or subheading for the provision under question, and the page number of the RFP where the provision can be found.
- C The inquiry must provide the name of the prospective Contractor's representative who is responsible for the inquiry, the prospective Contractor's name, and its representative's e-mail address and business phone number.

3.2.2 All inquiries must be received by Ohio EPA by 10 a.m. EST on June 15, 2004.

3.3 Responses to Inquiries

Ohio EPA is under no obligation to answer any inquiry. However, Ohio EPA will try to respond to all inquiries that are submitted in accordance with the guidelines presented in Section 3.2 of this RFP within 48 hours of being received, excluding weekends and State holidays. Ohio EPA will respond to inquiries that are received prior to the Contractor Pre-Proposal Meeting by sending an e-mail response to only the inquirer, provided the inquirer has complied with Section 3.2. Hard copies of responses to all inquiries that were received prior to the Contractor Pre-Proposal Meeting will be made available to all contractors attending the meeting. Responses to inquiries that are received after the Contractor Pre-Proposal Meeting will be e-mailed to all Contractors who attended the meeting. Ohio EPA will issue responses to these inquiries by 5:00 p.m., EST on June 17, 2004.

Ohio EPA is not responsible for the accuracy of any information regarding this RFP that was gathered through a means other than through the inquiry process described in this RFP.

3.4 Proposal Submission

A separate proposal must be submitted for each of the four (4) solid waste management plan updates identified in Section 1.3 that the Contractor wishes to be considered for. In order to be considered, each prospective Contractor must deliver four (4) complete copies of each proposal to Ohio EPA. Proposals must be

printed on recycled-content paper. Each proposal submitted shall consist of two sealed envelopes as described in Section 3.5 of this RFP. Thus, Contractors interested in being considered for all four (4) of the solid waste management plans identified in Section 1.3 of this RFP must submit four (4) copies of four (4) separate proposals, each consisting of two envelopes (for a total of 32 envelopes). In order to be considered, all proposals must be received by Ohio EPA by June 22, 2004 at 10 a.m., EST. Proposals delivered after this date and time will not be considered.

Contractors that deliver their proposals via U. S. Mail must allow for adequate mailing time to ensure that proposals are received by Ohio EPA by the stated date and time.

Proposals are to be delivered to the following address:

The Ohio Environmental Protection Agency
Attention: Ernie Stall, DSIWM

Via U. S. Mail: Lazarus Government Center
P.O. Box 1049
Columbus, Ohio 43216-1049

Via Hand Delivery: Lazarus Government Center
122 South Front Street
Columbus, Ohio 43215

3.5 Proposal Organization and Contents

Each proposal package shall consist of two separately sealed envelopes. One envelope shall be marked "Statement of Qualifications" and shall contain the items numbered from 1 to 5, below, and the second envelope shall be marked "Pricing Proposal" and shall contain items numbered 6 and 7 below. The items to be included in the Statement of Qualifications envelope shall be organized, indexed, and ordered in the same manner as listed below and must be separated by easily identifiable tab sheets. The items in the Pricing Proposal envelope shall be ordered as listed below and separated by easily identifiable tab sheets. As further described in subsections 3.5.1 through 3.5.7, each proposal package shall contain the following items:

Statement of Qualifications Envelope:

1. Signed Cover Letter/Executive Summary;
2. Contractor Expertise and Capacity;
3. Project Understanding, Approach, and Activity Schedule;
4. Signed, Original Ohio Revised Code Section 3517.13(I) or (J) Affirmative Statement; and

5. Signed Conflict of Interest Statement.

Pricing Proposal Envelope:

6. Itemized Cost Summary; and
7. Signed, Original IRS Form W-9

3.5.1 Signed Cover Letter/Executive Summary

The cover letter/executive summary shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Contractor. The letter shall state which SWMD's solid waste management plan update the enclosed proposal addresses, provide a summary of the Contractor's services to be provided, and list the name, address, and telephone number of a contact person with authority to answer questions regarding the proposal.

3.5.2 Contractor Expertise and Capacity

Direct experience preparing Ohio solid waste management plans is a prerequisite to being considered as a qualified Contractor. Consequently, the respondent is ideally an organization or organizations with extensive knowledge of Ohio's solid waste management planning program, including the structure and function of SWMDs and preparation of Ohio solid waste management plans.

It should be noted that this RFP does not preclude several Contractors from forming a team to provide the required services and goods, provided that all of the information required by this RFP is presented in the team's proposal. If the Contractor consists of a team of Contractors and/or sub-Contractors working together, then the proposal must contain the required information for each Contractor and/or sub-Contractor that is a member of the team.

In this section, the prospective Contractor shall include that information it deems appropriate to convince Ohio EPA that it has the technical knowledge, necessary experience, and capacity to perform the required services and prepare the required goods, that the services and goods will be high quality, and that the required services and goods will be provided in a timely manner.

In the proposal, the Contractor will provide a profile that includes a description of all experience relevant to the project addressed by this RFP.

This section of the proposal should provide at least the following information:

- A. A statement as to the Contractor's background, management structure, and management systems, particularly as they relate to comprehensive solid waste planning and preparation of Ohio solid waste management plans.
- B. A profile of recent Ohio solid waste management plans that the Contractor has been involved in preparing. The text provided to meet the requirements of this section must provide information concerning the three most recent Ohio solid waste management plans that the Contractor has prepared or been involved in preparing. The Contractor shall provide the following information for each solid waste management plan referenced:
 - 1. Solid waste management plan name;
 - 2. Approximate date that the solid waste management plan was submitted to Ohio EPA or other information pertaining to when preparation of the solid waste management plan occurred;
 - 3. Names of the principal persons who worked on the referenced solid waste management plan; and
 - 4. Description of scope of services provided.

If the Contractor has not been involved in the preparation of three solid waste management plans in the past six (6) years, then the Contractor must provide examples of or identify other relevant projects and/or work history that demonstrate the Contractor's experience with or knowledge of Ohio solid waste management districts, the state solid waste management plan, Ohio's solid waste management planning program, the *District Solid Waste Management Plan Format, version 3.0*, etc.

The prospective Contractor shall include a minimum of three references for which the Contractor has provided services similar to those that are required by this RFP. References must meet the following requirements:

- 1. Each reference must be for a project completed within the last six (6) years;
- 2. Each reference provided must be for a different project;
- 3. Each reference must provide the following information:
 - a. Client organization's name and mailing address
 - b. Contact person's name, title, and telephone number
 - c. Dates on which the services were performed;
 - d. Description of the services provided; and
 - e. Names of the personnel who were involved in the project.

4. References provided must agree to be interviewed by the State concerning the Contractor's product and project performance; and
 5. Each reference must be willing to discuss the Contractor's performance on the reference project with Ohio EPA.
- C. An identification of the Contractor's personnel who will be working on the project (i.e. the project team). The proposal must provide the names of all of persons who will be assigned to the project by the Contractor, the role that each of these persons will play in the project, and the degree to which these persons will be committed to the project. The proposal shall clearly state who will function as the project lead and main contact for the project. The proposal shall provide a written description of the past experience and qualifications of each person on the project team. In lieu of the written description regarding past experience and qualifications, the Contractor can provide resumes for the members of the project team in its proposal.
- D. A list of the prospective Contractor's current engagements and those of the members of its project team. For each engagement, the following shall be provided:
1. The engagement's time schedule; and
 2. The names of the persons assigned to these engagements that are also being proposed for the project that this RFP concerns.
- E. A list of the future engagements, other than the project addressed in this RFP, for which the prospective Contractor and the members of its project team are being considered. For each engagement, the following information shall be provided:
1. The engagement's planned start date and expected schedule; and
 2. The names of the persons proposed to be assigned to the engagements that are also being proposed for the project that this RFP concerns.

3.5.3 Project Understanding, Approach, and Activity Schedule

In this section, the prospective Contractor must describe its understanding of the project goals, of the environment in which the project is to be performed, and of the role of the Contractor in the project in relation to other parties. The prospective Contractor must also include a description of the manner in which it proposes approaching the project and the provision of the required services necessary to complete the work described in Section 2.0, "Project Scope of Work and/or Specifications of the Goods Required," and contained in Exhibit A to Attachment 1. Additionally, this section of the proposal must contain an

explanation of the nature and extent of any Ohio EPA support expected. Finally, the Contractor must provide a detailed work plan including the time table for accomplishing the project, including task completion dates, project milestones, data gathering procedures, and other information that the Contractor regards as necessary or appropriate. This work plan must address the number and timing of meetings with Ohio EPA for consultation and input on the project as well as the time table for submission of draft sections of the plan for review and comment by Ohio EPA.

The deadline for completion of each solid waste management plan is June 30, 2005. If the Contractor does not believe that all of the work described in Section 2.0 and Exhibit A to Attachment 1 can be completed by June 30, 2005, then the proposal should clearly delineate how much of the work the Contractor believes can be completed by June 30, 2005.

3.5.4 Signed, Original Ohio Revised Code 3517.13(I) or (J) Affirmative Statement

The Affirmative Statement must be signed by an individual authorized to legally bind the Contractor.

3.5.4.1 Individual, Partnership, Association, Estate, or Trust

A vendor that is an individual, partnership, association (including, without limitation, a professional association organized under Chapter 1785. of the Revised Code), estate, or trust shall include in its bid an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committees, consistent with the restrictions of Section 3517.13(I) of the Ohio Revised Code.

3.5.4.2 Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its bid an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to

the Governor's campaign committees, consistent with the restrictions of Section 3517.13(J) of the Ohio Revised Code.

3.5.5 Signed Conflict of Interest Statement

The Conflict of Interest Statement must be signed by an individual authorized to legally bind the Contractor. The Contractor shall include a statement that neither Contractor nor any personnel of the Contractor have any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. This statement shall also include a commitment by the Contractor that if the Contractor or any personnel of Contractor acquire, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, such person shall immediately disclose his or her interest to the Ohio EPA in writing, in conformance with Article IV, Sections 26 and 27 of the contract.

In addition, the Contractor shall also include in the statement that the Contractor and any personnel of Contractor shall at all relevant times comply with Ohio Revised Code 102.04, the Ohio Ethics Law, and that the Contractor shall immediately disclose any nonconformity to the Ohio EPA in writing, in accordance with Article IV, Sections 28 and 29 of the contract.

3.5.6 Itemized Cost Summary

The Contractor shall submit a cost summary for the entire scope of work described in Section 2.0 and Exhibit A to Attachment 1 of this RFP. The Contractor shall submit the cost summary enclosed in a **separate, sealed envelope** marked "Pricing Proposal."

The Contractor should include in the itemized cost summary the name of the SWMD that the cost summary applies to and any anticipated surveying expenses, telecommunication expenses, travel expenses, and copying expenses, as well as any other anticipated expenses. Expenses for travel will be reimbursed pursuant to State of Ohio travel guidelines. Reimbursement rates will be limited to those which apply to state employees in accordance with Sections 126.31 and 126.32 of the Ohio Revised Code.

3.5.7 Signed Original IRS Form W-9

A completed IRS Form W-9 with original signatures (blue ink) for the primary Contractor must be submitted as part of the proposal package and should be included in the envelope marked "Pricing Proposal."

3.6 Costs Incurred in Preparing Proposal

All costs incurred in the preparation of the proposal shall be borne by the Contractor, and Ohio EPA will not contribute to the payment of such costs.

3.7 Trade Secret Information

All proposals submitted shall become the property of Ohio EPA. All information submitted by the Contractor will be considered to be public information unless the Contractor specifically demonstrates, in writing and to the satisfaction of the Director of Ohio EPA, that the information constitutes confidential or proprietary information or trade secret information. The Director of Ohio EPA will make the determination whether the information constitutes confidential or proprietary information or trade secret information.

4.0 EVALUATION OF PROPOSALS AND CONTRACTOR SELECTION

4.1 Rejection of Proposals

Ohio EPA may reject any proposal that is not in the required format, does not address all of the requirements of this RFP, or that Ohio EPA believes is otherwise not in its interests to consider or accept. In addition, Ohio EPA may cancel this RFP, reject all of the proposals, and seek to prepare the Plan through a new RFP or other means.

4.2 Proposal Review Process

4.2.1 Selection Team

Proposals will be evaluated by a team of representatives (hereafter referred to as the "Selection Team") from Ohio EPA.

4.2.2 Initial Review

The State Project Representative will review all Proposals for their format and completeness. The proposal must contain all of the items required in Sections 3.4 and 3.5 of this RFP. Any omissions may be grounds for disqualification before that Contractor's pricing proposal is opened. Ohio EPA may reject any incomplete or incorrectly formatted proposal, may waive any defects, or may allow a Contractor to submit a correction.

If a proposal is received after the specified due date and time, the State Project Representative will not open that proposal or evaluate it for format or completeness.

The State Project Representative will forward all timely, complete, and properly formatted proposals to the Selection Team.

4.2.3 Selection Team Review of Proposals

A separate review and selection event will be conducted for each of the four (4) SWMD solid waste management plan updates that were identified in Section 1.3 of this RFP.

The review process will be conducted in two (2) stages. In stage 1 of the process, each member of the Selection Team will review the qualifications of the Contractor and the Contractor's ability to provide the requested services and work products. In stage 1, the Selection Team will evaluate the contents of the envelope marked "Statement of Qualifications." Only Contractors with direct experience with Ohio's solid waste management planning program and the preparation of solid waste management plans and plan updates for Ohio SWMDs will be considered as qualified.

Each member of the Selection Team will evaluate and numerically score each proposal that the State Project Representative has forwarded to them. The evaluation will be scored according to the criteria and point system provided in Attachment 2 to this RFP. The Selection Team members have the right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The evaluation will result in a point total being calculated for each proposal. Proposals from those Contractor's that are determined to be qualified by the Selection Team will then be evaluated for stage 2 of the review process.

In stage 2, the Selection Team will evaluate the contents of the envelope marked "Pricing Proposal." The pricing proposals from only those Contractors and proposals that the Selection Team deems to be qualified during stage 1 of the review process will be evaluated. The number of proposals reviewed for stage 2 of the process will be within the Selection Team's discretion. Regardless of the number of proposals selected for the next phase, those proposals will be the highest rated proposals from stage 1.

From the opening of the proposals to the award of the contract, all persons working on behalf of the State evaluating the proposals will limit access to information contained in the proposals to those people determined as critical to the evaluation process. To the extent permitted by law, all persons working on behalf of the State evaluating proposals will also seek to keep information contained in proposals confidential. The evaluation committee will not disclose the details of a Contractor's proposal to another Contractor in order to gain a negotiating advantage.

4.3 Contractor Selection

The Contractor will be chosen by Ohio EPA based upon the point ranking system described in Section 4.2 of this RFP and presented in Attachment 2 to this RFP. Except where Ohio EPA has determined that award of the contract would not be in the best interests of Ohio EPA or the State, the Contractor earning the most total points will be chosen by Ohio EPA as the most qualified Contractor. A contract shall be negotiated with the most qualified Contractor (See Attachment 1 for a copy of the Draft Ohio EPA Contract). The selected Contractor shall, among other things, be required to comply with the terms and conditions set forth in the Draft Ohio EPA Contract. Upon failure to enter into a contract with the Contractor rated the highest by the Selection Team, Ohio EPA will negotiate with the Contractor rated the next highest following the procedure described in Section 4.5 of this RFP.

Later discovery that any information requested was not fully or accurately supplied may be grounds for termination of the contract with the Contractor, at the sole discretion of the Ohio EPA

4.4 Number of Contracts to Be Issued

Ohio EPA reserves the right to limit the number of contracts issued to a single Contractor. The selection process may result in a single Contractor being selected for the preparation of all four solid waste management plan updates, or the process may result in as many as four Contractors being selected, one for each solid waste management plan update identified in Section 1.3. The determination as to how many contracts will be issued to any one Contractor will be made solely by Ohio EPA and will be based on Ohio EPA's evaluation of the capacity of the Contractor to complete the work in a timely manner while maintaining the required quality. This evaluation will be based primarily on the information provided in Sub-Section 3.5.2 as well as the relative sizes of the SWMDs named in Section 1.3.

4.5 Contract Negotiations

The final phase of the evaluation process may involve contract negotiations. If desired by Ohio EPA, then contract negotiations will be held in a place and time to be announced. Negotiations will be scheduled at the convenience of Ohio EPA. The selected Contractor must negotiate in good faith.

If the review process results in one or more proposals that have been evaluated during stage 2 of the review process, then Ohio EPA may conduct negotiations with the Contractor that submitted the proposal that was ranked the highest. If negotiations are not successful with the Contractor that submitted the highest ranked proposal, then Ohio EPA may negotiate with the Contractor that submitted the proposal ranked the next highest, etc. Ohio EPA reserves the right to seek additional information from any Contractor submitting a proposal so long as such information does not materially affect the proposal. Contractors deemed to be unqualified by the Selection Team as the result of the review conducted for stage 1

of the evaluation process do not have a right to participate in negotiations conducted in such a manner.

During contract negotiations, Ohio EPA may limit discussions to specific aspects of the RFP, contract, or proposal. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated into the contract or incorporated into an amendment to the Contractor's proposal, as appropriate.

Auction techniques that disclose details of another Contractor's proposal are prohibited.

It is entirely within the discretion of Ohio EPA whether to permit negotiations. A Contractor must not submit a proposal assuming that there will be an opportunity to negotiate any aspect of the proposal. Ohio EPA is free to limit negotiations to particular aspects of any proposal, to limit the Contractors with whom negotiations will be conducted, and to dispense with negotiations entirely.

4.6 Failure to Negotiate

If a Contractor fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith, then Ohio EPA may terminate negotiations with that Contractor.

5.0 Contract

If this RFP results in a contract award, the contract will consist of the contract included in this RFP as Attachment 1 with any modification deemed necessary by Ohio EPA; the Contractor's proposal; and written, authorized amendments to the Contractor's proposal (if any). The contract will also include any materials incorporated by reference in the above documents and any change orders issued under the contract. The contract is included as Attachment 1 to this RFP, but it incorporates all of the documents identified above. The selected Contractor shall, among other things, be required to comply with the terms and conditions set forth in the Draft Ohio EPA Contract that is included as Attachment 1 to this RFP.

Attachment 1

CONTRACT

This Agreement is made by and between the Director of the Ohio Environmental Protection Agency (Director) on behalf of the Ohio Environmental Protection Agency (Ohio EPA or Agency) and the **<Contractor>** located at **<address>** and the Contractor's agents, successors, and assigns. In consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

ARTICLE I

Contract and Coordination

1. The Contractor shall successfully perform and complete and remain responsible for all work to be performed under this Agreement. Consistent with the terms of this Agreement, the Contractor shall coordinate all work with the Ohio EPA through the Director of the Ohio EPA, or his designee, who shall be known as the "Contract Manager." The initial Contract Manager for this Agreement shall be Ernest H. Stall III. Any questions or disputes regarding the duties of the Contractor shall be resolved by the Director of Ohio EPA or the Contract Manager. The Ohio EPA's Contract Manager shall be responsible for: a) evaluating whether the Contractor's performance complies with this Agreement; and b) authorizing any payment of compensation to the Contractor.
2. All notices, requests, or other communication or payments hereunder shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid as follows:

(a) If to the Ohio EPA

Mail to:

Ohio Environmental Protection Agency
Division of Solid and Infectious Waste Management
Attn: Ernest H. Stall III
P.O. Box 1049
Columbus, Ohio 43216-1049

Hand Deliver to:

Ohio Environmental Protection Agency
Division of Solid and Infectious Waste Management
Attn: Ernest H. Stall III

Lazarus Government Center
122 South Front Street
Columbus, Ohio 43215

(b) If to the Contractor:

All notices, requests or other communications or payments shall be effective as of the date when actually received by the party to whom such notices, requests, or other communication is addressed. Either party may change the person to whom and/or the address at which notices, requests, or other communications or payments may be delivered to it by providing written notice of such new person and/or such new address to the other party.

ARTICLE II

Statement of Work

1. The Contractor is responsible for ensuring the performance of its duties and obligations arising under this Agreement. The Contractor shall successfully perform and complete the work and activities set forth in the Scope of Work, Exhibit A, and as specified in the Contractor’s proposal received by Ohio EPA on **<date>** [and the proposal amendment which was received by Ohio EPA on **<date>**], Exhibit B, which are attached hereto, made a part hereof, and incorporated by reference as if fully written herein.
2. Unless the requirements of this paragraph are amended per Article IV, Paragraph 2, all documents and other writings, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by the Contractor, under or in connection with this Agreement, shall become the property of the Ohio EPA at the termination of this Agreement. The Contractor shall allow the Director, and such other persons as the Director shall designate, reasonable access to all documents and other writings, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by the Contractor, under or in connection with this Agreement, for the purpose of examining and copying such documents and writings. At the termination of this Agreement, the Contractor may be required to deliver to the Ohio EPA all documents and other writings, information, photographs, software, and all other materials and property

prepared, developed, created, or discovered by the Contractor, under or in connection with this Agreement.

3. The parties agree that the term of this Agreement runs from the date it is signed by the Director of Ohio EPA until June 30, 2005 or until the work described herein is completed to the satisfaction of Ohio EPA and the Contractor is paid in accordance with Article III, or until the Agreement is terminated as provided in Article IV, whichever occurs sooner. The term of this Agreement may not be extended except upon written agreement by all parties to this Agreement.

ARTICLE III

Compensation

1. **(Compensation)** EPA shall compensate the Contractor in accordance with the Budget of the Contractor's proposal [OR the amendment to the Contractor's proposal which was received by Ohio EPA on <date>], made a part hereof, and incorporated by reference as if fully written herein. In accordance with R. C. 131.33, the full dollar amount encumbered under this Agreement applicable to Fiscal Year 2005 shall not exceed <amount>. Ohio EPA shall have the right, at reasonable times, to audit the Contractor's financial records, and to take such other action as is necessary, to verify the accuracy of the amounts of compensation claimed hereunder.
2. **(Records)** The Contractor shall keep all financial records relating to this Agreement in a manner consistent with generally accepted accounting procedures. Documentation supporting charges shall be filed in a manner allowing it to be readily located.
3. **(Compensation)** The compensation set forth in this Agreement shall constitute the sole and exclusive consideration offered or furnished by Ohio EPA for the performance of services by the Contractor. Ohio EPA shall make no payments on behalf of the Contractor into any fringe benefit program, medical insurance plan, worker's compensation fund or unemployment compensation fund available to employees of the Contractor.
4. **(Expenses)** No expenses incurred by the Contractor resulting from use of a vehicle for contract work shall be reimbursed.
5. **(Expenses)** Any reimbursable expenses, as specifically provided for in this Agreement, shall be paid in accordance with the requirements and rates set forth in Rule 126-1-02 of the Ohio Administrative Code.
6. **(FOB Delivery)** All deliveries shall be delivered by the Contractor to Ohio EPA without charge to Ohio EPA, i.e. FOB Destination.

7. **(Invoices)** As a condition of payment by Ohio EPA, the Contractor shall submit to the Ohio EPA monthly invoices in a form acceptable to the Ohio EPA, which shall identify by line item the work performed by the Contractor chargeable to this contract and/or the charges for goods supplied by the Contractor. The invoices shall be sent to Ernest H. Stall III, at the following address:

Division of Solid and Infectious Waste Management
Ohio Environmental Protection Agency
P.O. Box 1049
Columbus, Ohio 43216-1049

8. **(Invoices)** Subsequent to the delivery of goods or services that conform to the terms of this Agreement to the satisfaction of the Director or his representative, the Contractor shall submit proper invoices. A proper invoice is defined as being free from discrepancies and errors and one that:

- (a) Includes the Contractor's name and address as designated in this Agreement;
- (b) Includes the Contractor's Federal Employer Identification Number or Social Security Number, as appropriate;
- (c) Includes the address to which the invoice is to be submitted;
- (d) Includes the Purchase Order number, if any, authorizing the purchase of goods or services;
- (e) Includes a description of the goods or services, including time period delivered or rendered, name of the solid waste management district plan, price, quantity, and total price of goods or services delivered or rendered.
- (f) Is for goods or services that conform to the terms of this Agreement to the satisfaction of the Director or his representative; and

Invoices that are not proper, either because they are defective in form or are for noncomplying goods or services, shall be returned unpaid to the Contractor within fifteen (15) days, noting areas for correction. Any invoice returned to the Contractor must be resubmitted to Ohio EPA in proper form within 14 days or the invoice may be permanently rejected at the sole discretion of Ohio EPA.

9. **(Payments)** Payments under this Agreement shall be due on the 45th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. Ohio Revised Code Section (R.C.) 126.30 is applicable to this Agreement and requires payment of interest on overdue payments as provided in R.C. 126.30(E).

10. **(Access to Records)** During the period covered by this Agreement and until the expiration of three years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives of any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement. The Contractor shall, for each subcontract (if a subcontract is permitted) in excess of two thousand five hundred dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

ARTICLE IV

General Provisions

1. **(Entire Agreement)** This Agreement, the proposal submitted by the Contractor, and any authorized amendments to the proposal submitted by the Contractor and accepted by Ohio EPA, establishes the rights, duties, and obligations of the parties and supercedes all other prior agreements.
2. **(Change)** No change or termination (other than as specified in Paragraph 6 or Paragraph 8 of this Article) of any of the provisions of this Agreement shall be binding upon the parties unless in writing and signed by all parties. No waiver of any breach or other violation of any part of this Agreement shall be deemed to be a waiver of any future violation or breach of such part or a waiver of any breach or violation of any other part of this Agreement.
3. **(Execution)** Two or more copies of this Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. **(Headings)** The headings of provisions of this Agreement are designed merely to assist the reader and should not be utilized to interpret the terms hereof.
5. **(Gender References)** Reference to one gender shall be construed to include reference to the other gender where appropriate.
6. **(Funding Contingency)** It is understood by the parties to this Agreement that the Ohio EPA's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation of the Ohio EPA. This Agreement

is subject to R.C. 126.07, which provides, in part, that the obligations of the Ohio EPA under this Agreement shall not be valid and enforceable unless the Director of the State of Ohio Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

7. **(Biennium Limitation)** Because the current General Assembly cannot commit a future General Assembly to an expenditure, contracts cannot extend beyond a biennium unless affirmatively renewed by the issuance of a state purchase order or affirmatively renewed by another legally acceptable method.

8. **(Termination)** The Director may immediately terminate this Agreement, by notifying the Contractor, if in the Director's judgment or the judgment of his or her representative: a) the Contractor fails to satisfactorily perform any requirement or specific provision of this Agreement; b) the Contractor makes an assignment for the benefit of creditors; or c) upon discovery that the Contractor failed to fully and adequately document the Contractor's company profile, personnel profiles and qualifications, or technical qualifications in the proposal package; or d) upon other just cause. The Director may also immediately terminate this Agreement if proceedings in bankruptcy, or any other act or law, whether state or federal, for the relief of debtors, now or during the duration of this Agreement, shall be commenced by or against the Contractor. The Director may, at any time upon written notice to the Contractor, terminate the Agreement if the personnel the Contractor uses to perform the project are different than those the Contractor indicated would be assigned to the project in the proposal package. The Director may, at any time, upon written notice to the Contractor, terminate the Agreement in whole or in part for convenience and without cause. In the event of termination, the Contractor shall take all reasonable measures to mitigate the amounts due hereunder. Within seven days of termination, the Contractor shall submit to the Ohio EPA a final invoice. The Director shall pay the Contractor only for those goods or services which the Director or his or her representative determines are satisfactory in accordance with this Agreement. In addition, the Director may purchase replacement goods and/or services of comparable quality on the open market. Any costs or additional expenses incurred, in excess of the agreed upon price, shall be assessed to the Contractor and the Contractor shall be liable to the Ohio EPA therefor. The Director does not waive the right to insist upon future compliance with the Agreement specifications when there is any undiscovered delivery of nonconforming goods or services. In addition, the Director reserves the right to seek any and all other available legal and equitable remedies.

9. **(Regarding Contracts for Goods - Contractor Warrants)** Contractor hereby warrants that Contractor will have good title to, and the right to ship, deliver, and install any and all goods supplied by Contractor to Ohio EPA under this Agreement. Contractor further warrants that all such goods, and each and every part thereof, will be delivered and/or installed in good condition, free from any defect and free from any security interest or other lien or encumbrance or the like. Contractor further warrants

that all such goods and each and every part thereof supplied by Contractor under this Agreement will be installed in a workmanlike manner.

10. **(Non-assignability)** All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, neither party may assign any of its respective rights or obligations hereunder without the prior written consent of the other. No assignment, if any, shall operate to release the Contractor from its liability for the performance of its obligations under this Agreement.
11. **(Subcontracting)** The Contractor may not subcontract its rights or obligations hereunder without the prior written consent of the Ohio EPA.
12. **(Governing Law)** This Agreement shall be interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio. In the event that any provision of this Agreement conflicts with any applicable federal, state, or local law or regulation, the law or regulation shall control.
13. **(Severability)** A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
14. **(Contractor Liability)** The Contractor is performing services under this Agreement as an independent contractor and is not an agent or employee of the Ohio EPA or the State of Ohio. The Contractor shall be liable for personal injury or property damage due to any act or omission of the Contractor or the Contractor's employee(s), subcontractor(s), agent(s), or representative(s) in the performance of the duties and requirements of this Agreement. The Contractor shall protect and indemnify the Ohio EPA, the Ohio EPA's employees, and the State of Ohio from and against any and all kinds and amounts of liabilities, obligations, losses, damages, injuries, claims, demands, penalties, causes of action, and costs and expenses, including reasonable attorney fees arising out of or in any way connected with any act or omission of the Contractor or the Contractor's employee(s), subcontractor(s), agent(s), or representative(s) in the performance of the duties and requirements of this Agreement. The Contractor agrees to defend the Ohio EPA, the Ohio EPA employees, and the State of Ohio against any and all claims or legal actions arising out of the performance of this Agreement, if called upon to do so by the Ohio EPA, an Ohio EPA employee, or the State.
15. **(Liability Limited)** The Ohio EPA's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Contractor under Article III or the amount of direct damages incurred by Contractor, whichever is less. The Contractor's sole and exclusive remedies for the Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under the contract shall be as set forth in this paragraph. In no event shall the Ohio EPA, any Ohio EPA employee, or the

State of Ohio be liable for any indirect or consequential damages, including loss of profits, even if any of these parties knew or should have known of the possibility of such damages.

16. **(Hiring Responsibility)** The Contractor shall be solely responsible for the hiring of all its employees, subcontractors, agents, and representatives. The Contractor states that all personnel involved in the performance of this Agreement shall be properly qualified, trained, competent, and shall be appropriately medically monitored during the activities undertaken.
17. **(Non-discrimination)** Pursuant to R.C. 125.111, the Contractor agrees that in the hiring of any employee or any subcontractor (if a subcontractor is permitted) for the performance of work under this contract, the Contractor shall not, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this State in the employment of a person qualified and available to perform the work to which this Agreement relates. The Contractor further agrees that it shall not in any manner discriminate against, intimidate, or retaliate against any individual hired for the performance of work under this Agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry. The requirements of this paragraph shall apply to employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff, termination, rates of pay and other forms of compensation, and selection for training and apprenticeship.
18. **(Affirmative Action)** The Contractor represents that, if required by R.C. 125.111, it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and will file a description of that program and a progress report on its implementation annually with the Ohio Civil Rights Commission and the Minority Business Development Office.
19. **(Governor Orders)** The Contractor, as a term of this Agreement, shall comply with all applicable Ohio Governor Executive Orders.
20. **(Payroll Requirements)** In the performance of this Agreement, the Contractor further agrees: a) to comply with all applicable requirements regarding Workers Compensation, payment of wages, and deductions; b) to pay taxes and make social security and unemployment contributions; and c) to make all required payroll deductions and/or payments.
21. **(Federal Statutes and Orders)** In the performance of this Agreement, the Contractor further agrees to comply with the Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973 and all applicable Federal Executive Orders.
22. **(Drug-free Workplace)** By entering into this Agreement, the Contractor hereby certifies that, in the performance of this Agreement, the Contractor will maintain a drug-free workplace and that the Contractor will not engage in or allow the unlawful

manufacture, sale, transfer, distribution, dispensation, possession, or use of a controlled substance. ("Controlled substance" is defined in R.C. 3719.01(D).) The Contractor also agrees to comply with the Federal Drug-Free Workplace Act of 1988. (See 41 USC Section 701, et. seq.)

23. **(Campaign Contributions)** The Contractor affirms that, as applicable to the Contractor, no party listed in R.C. 3517.13(I) or R.C. 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
24. **(Conflicts of Interest: Acquired Interests)** In the performance of this Agreement, Contractor agrees that neither Contractor nor any personnel of Contractor shall, prior to the completion of the duties and obligations of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement.
25. **(Conflicts of Interest: Participation)** Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of Paragraph 24 above, shall immediately disclose his or her interest to the Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless the Ohio EPA shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
26. **(Conflicts of Interest: Ohio Ethics Law)** In the performance of this Agreement, Contractor agrees that Contractor shall at all relevant times comply with R.C. 102.04.
27. **(Conflicts of Interest: Non-conformity)** In the performance of this Agreement, any person who is not in conformity with R.C. 102.04, shall immediately disclose said nonconformity to the Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement.
28. **(All Other Laws)** In the performance of this Agreement, the Contractor agrees to comply with all other applicable federal, state, and local laws not specifically mentioned herein.
29. **(Self-promotion)** Any use of or reference to this Agreement, or the existence thereof, by the Contractor to promote the business of the Contractor is prohibited, unless otherwise agreed to in writing by the Director of the Ohio EPA.
30. **(Supersedence)** This Agreement, the proposal submitted by the Contractor, and any authorized amendments to the proposal submitted by the Contractor and accepted by Ohio EPA, constitutes the entire Agreement between the parties and supersedes

all other agreements, oral or written, between the parties with respect to the subject matter hereof, and may not be modified or extended except by an agreement in writing signed by each of the parties hereto, provided that any such modification shall comply with and be subject to any statutory or regulatory requirements or restrictions placed upon Ohio EPA's authority to enter into agreements. As such, no party to this Agreement may rely on any oral representations made either prior to or during the term of this contract, but shall only rely upon the written terms of this Agreement and any proper modifications hereto.

31. **(Change Order)** - A change order is a document authorized by the Agency, issued after execution of the Agreement, which authorizes a change in the Work or an adjustment in the Agreement price or Agreement time.
32. **(Contract Documents)** - Contract documents are, collectively, the Drawings, Specifications, Addenda, Request for Proposals, Contract and Attachments, Bond, Bulletins, Change Orders, Change Order Procedure and Standard Conditions of the Contract (General and Special).
33. **(Stop Work Order)** - The Director may issue a stop work order to the Contractor, when in his opinion, Contractor activities create an unsafe work environment or are a threat to human health or the environment. The Director also may issue a stop work notice if revenue fails to meet projections or if funds available are not sufficient to pay for scheduled activities.
34. **(Certification Against Unresolved Findings for Recovery)** - Contractor represents that it is not subject to an "unresolved" finding for recovery under R. C. 9.24. If the warranty is deemed to be false, this Contract is void ab initio and the Contractor must immediately repay to the State any funds paid under this Contract.

ARTICLE V
Contract Changes

1. Emergency

- 1.1 In the event of an emergency affecting the safety of persons, the Project or adjacent property, the Contractor, without special instruction or authorization, shall act to prevent any threatened damage, injury or loss.
- 1.2 The Contractor shall give the Agency written notice if the Contractor believes that any significant change in the Work or variation from the Contract Documents has been caused by any emergency or action taken in response to an emergency.
- 1.3 If the Agency determines that a change in the Contract Documents be made because of any emergency or action taken in response to an emergency, a Change Order will be issued.

2. Extraordinary Circumstance Reporting. As to all activities under this Agreement, immediately upon having or obtaining knowledge, the Contractor shall notify the Agency of all changes in circumstances affecting it and/or any Subcontractor(s) that pertain to, or that could materially affect, cost and/or completion of services required herein. Such circumstances shall include, but shall not be limited to, the following: labor disputes; changes in its or its Subcontractor(s)' insurance, bonding and/or financial condition; changes in corporate ownership; and changes in the availability of personnel, equipment, materials, other resources, and/or transportation, storage, processing and disposal capabilities. Accidents that involve a release of contaminants, significant personal injury, or which materially affect work under this Agreement shall be verbally reported immediately after their occurrence to the Project Coordinator, Project Manager, and Contract Manager. This verbal reporting shall be followed by a written report of the incident within seven (7) calendar days of the occurrence.

3. Change Order

- 3.1 The Agency, without invalidating the Contract, may at its sole discretion order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. To the extent the Contract time or Contract price are affected, the Contract will be equitably adjusted by Change Order in accordance with this Article and the Change Order Procedure.
- 3.2 The Contractor shall not proceed with any change in the Work without the required written authorization.

- 3.3 The Agency reserves the right to cancel or modify any Change Order authorization, or terminate and re-bid the contract if the Change Order significantly affects the cost of the contract to Ohio EPA.
- 3.4 A maximum overhead rate of seven (7) percent shall be allowed for Work performed under this contract for the Contractor by a subcontractor as the result of an approved Change Order.
- 3.5 The Contractor may request changes in the scope of work. Such request shall be submitted to the Agency, in a form designated by the Agency, pursuant to Article I, Paragraph 2. All change orders shall be fully and properly completed upon submission prior to the commencement of any work authorized by said change order. The Agency shall approve the scope of work. No work shall be commenced, nor shall any change order be effective, nor any compensation paid, until the change order submitted by the Contractor is approved in writing by the Ohio EPA.

ARTICLE VI

Contract Period of Performance

The Contractor shall start work within thirty days of Contract signature by the Director and shall complete all work by **<date>**.

ARTICLE VII

Contract Funding

1. The Agency shall pay the Contractor for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the maximum amount of **<dollar amount>** (the "Contract Price"), based upon the Contractor's proposal, received by Ohio EPA on **<proposal submittal date>** [and the proposal amendment which was received by Ohio EPA on **<date>**] made a part hereof, and incorporated by reference as if fully written herein.
2. This compensation shall constitute the sole and exclusive consideration offered or furnished by the Agency for the services provided by the Contractor and no minimum amount is expressed or implied.
3. In accordance with R.C. 131.33, the full dollar amount encumbered under this Contract, applicable to Fiscal Year 2005, shall be **<dollar amount>**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signified below.

EXHIBIT A

PROJECT SCOPE OF WORK AND/OR SPECIFICATIONS OF GOODS REQUIRED

General Scope of Work

The Contractor shall prepare a solid waste management plan update for the **<name of SWMD>** Solid Waste Management District in accordance with the *District Solid Waste Management Plan Format, version 3.0* unless otherwise directed by Ohio EPA. Thus, the Contractor shall collect data and prepare all of the appropriate text, tables, supporting documentation, and appendices as required by the *District Solid Waste Management Plan Format, version 3.0*. The Contractor shall ensure that the solid waste management plan update is prepared pursuant to and in compliance with all relevant Sections of Ohio Revised Code Chapter 3734 and the Ohio Administrative Code Rule 3745-27-90. The Contractor shall further ensure that the solid waste management plan update is prepared in accordance with the provisions of the *1995 State Solid Waste Management Plan*, except that the Contractor may be required, under the Direction of Ohio EPA, to incorporate data, information, and/or programs to bring the solid waste management plan update into compliance with selected provisions and requirements from the *2001 State Solid Waste Management Plan*.

The Contractor shall ensure that all data that is used to prepare the solid waste management plan update correlates with data that was previously reported to Ohio EPA in other formats (e.g. annual district reports, quarterly fee reports, etc.). If the Contractor determines that the data that was previously reported to Ohio EPA is erroneous or otherwise unusable, then the Contractor shall provide an explanation of this fact and reconcile the differences between the data that is used in the solid waste management plan update and the data that was previously reported to Ohio EPA to the greatest extent possible.

The identification, evaluation, and selection of the recycling and waste reduction programs that will be provided by the **<name of SWMD>** throughout the planning period identified in the solid waste management plan update will be performed by the Contractor in close consultation with Ohio EPA. The ultimate decision regarding the portfolio of programs that will be included in the solid waste management plan update will rest solely with Ohio EPA.

All deliverables will be reviewed by Ohio EPA prior to being accepted, and the Contractor shall be responsible for making changes that Ohio EPA determines to be necessary. Ohio EPA may require multiple rounds of reviews and revisions before deliverables are accepted as complete. The final work product will not be considered to be complete until Ohio EPA gives final, written approval.

The final work product shall be delivered to Ohio EPA in both hard copy and in electronic formats. All hard copies shall be printed on recycled-content paper and shall be printed on both sides of the paper to the extent possible. All electronic versions shall be prepared in [WordPerfect 6.0 or 7.1]. All data in tables shall be

prepared in [Excel 5.0]. Interim work products will be delivered to Ohio EPA in **<identify format>**[i.e electronic format via email; WordPerfect 6.0; hard copy].

Once the Contractor has forwarded the final version of a solid waste management plan to Ohio EPA and Ohio EPA has accepted that final version, Ohio EPA will be responsible for duplicating the solid waste management plan and mailing the duplicates to the necessary parties.

The Contractor shall ensure that close consultation with Ohio EPA occurs and that extensive input from Ohio EPA is received throughout the plan preparation process. The Contractor must ensure that Ohio EPA is consulted prior to each significant step in preparing the solid waste management plan(s) and that Ohio EPA is kept abreast of progress made by the Contractor. The Contractor must periodically submit draft sections of the plan for review and comment by Ohio EPA. Ohio EPA anticipates that a significant number of meetings between Ohio EPA and the Contractor will be necessary to achieve the required level of input and consultation.

At this time, Ohio EPA expects all meetings to be held at Ohio EPA's offices at the Central Office location in downtown Columbus, Ohio. It may be possible for one or more of the meetings detailed above to be conducted via conference call. However, Ohio EPA reserves the right to require the Contractor to attend meetings in person at Ohio EPA's offices in downtown Columbus, Ohio.

EXHIBIT B

**<CONTRACTOR'S PROPOSAL and
AMENDMENTS TO THE PROPOSAL>**

Attachment 2

Specification of Evaluation Criteria to Be Used in Contractor Selection Process

1. **Participation in the Contractor Pre-Proposal Meeting is a prerequisite for proposal submission.**
2. Only complete, properly formatted proposals that are received by Ohio EPA by the RFP due date and time and by Contractors who attended the Contractor Pre-Proposal Meeting will be evaluated. A complete proposal is defined as a proposal that contains all items required in Section 3.5 of this RFP. The proper proposal format is specified in Sections 3.4 and 3.5 of this RFP. The proposal deadline is provided in Section 1.4 of this RFP. The envelope containing the Itemized Cost Summary and the signed original IRS Form W-9 will be returned unopened to a Contractor submitting an incomplete proposal.
3. Proposals that are determined to be complete, in the proper format, and received by the due date will be evaluated and scored in accordance with the following criteria and point system:

For Stage 1 of the review:

| | |
|---|------------------|
| Contractor Availability | 20 Points |
| Contractor Experience/References | 25 Points |
| Evaluation of previous solid waste management plan submittals | 35 Points |
| Project Understanding and Approach | 25 Points |
| Activity Schedule | <u>15 Points</u> |
| Total Stage 1 Possible Score | 120 points |

For stage 2 of the review:

| | |
|------------------------------|------------------|
| Cost Summary | <u>35 points</u> |
| Total Stage 2 Possible Score | 35 points |
| Total Possible Score | 155 points |