



## Legislation Text

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**File #:** 0095-2023, **Version:** 1

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**BACKGROUND:** To authorize the Director of Public Utilities to enter into two Indefinite Quantity Agreement Contracts with Ohio Mulch Supply, Inc. and Quasar Energy Group LLC-North Tree Farm for the Deep Row Hybrid Poplar Tree Farm #2 Program for the Division of Sewerage and Drainage.

The City of Columbus Department of Public Utilities (DPU), Division of Sewerage and Drainage (DOSD) produces Class B biosolids in accordance with ORC 3745-40 at both Jackson Pike and Southerly Wastewater Treatment Plants. The City has committed to 100% beneficial reuse of its biosolids.

This contract will function as a mechanism to facilitate Class B biosolids disposal via an Ohio Environmental Protection Agency (OEPA) approved Deep Row Hybrid Poplar (DRHP) or other approved rapid growth tree farm. The selected entity shall demonstrate compliance with all applicable rules and regulations related to biosolids handling and disposal, land development, land reclamation, and environmental permitting.

The Department of Public Utilities solicited competitive bids for the Deep Row Hybrid Poplar Tree Farm #2 Program in accordance with the relevant provisions of Chapter 329 (RFQ022646). Three hundred and seventeen (317) vendors were solicited. Three (MAJ) bids were received and opened on September 28, 2022.

The Division of Sewerage and Drainage intends to award two contracts to the lowest, responsive and best bidders, in the best interest of the City. The contracts will run concurrently. The City of Columbus shall not be precluded from contracting for the same or similar work from other contractors, whether during the term of any contract awarded hereunder or otherwise.

After a review of the bids, it was determined that Ohio Mulch Supply Inc. was the lowest bidder, however, they submitted two prices on their proposal page, therefore, they have been deemed non-responsive.

Quasar Energy Group LLC-North Tree Farm was the second lowest bidder, however, they failed to supply all the documents that were required, therefore, they have been deemed non-responsive.

Quasar Energy Group LLC - East Tree Farm was the third lowest bidder, however, they failed to supply all the documents that were required, therefore, they have been deemed non-responsive.

The bid irregularities were not significant and would not change the outcome of another bid process making a bid waiver necessary.

Therefore, the bids from Ohio Mulch Supply Inc. and Quasar Energy Group LLC-North Tree Farm were determined to be the best bidders while establishing Indefinite Quantity Agreement Contracts to be utilized on an as needed basis.

The term of this Contract shall be for a period of one (1) year from the date of execution by the City of Columbus, with yearly renewal options for an additional six (6) years (for a maximum contract length of seven years), on a year by year basis, based on funding availability, mutual agreement by both parties, approval by ordinance of Columbus City Council, and the appropriation and certification of funds by the City Auditor. This Contract shall not automatically renew.

### **SUPPLIERS:**

Ohio Mulch Supply, Inc., vendor #004715, CC#31-1120540, expires 12/14/23, majority status

Quasar Energy Group LLC-North Tree Farm, vendor #018416, CC#20-3999204, expires 10/14/24, majority status

The companies are not debarred according to the Excluded Party Listing System of the Federal Government or prohibited from being awarded a contract according to the Auditor of State Unresolved Findings for Recovery Certified Search.

**FISCAL IMPACT:** \$1,840,000.00 is budgeted and needed for this purchase. **This ordinance is contingent on the passage of the 2023 Operating Budget, Ordinance 2937-2022.**

\$1,400,119.18 was spent in 2022

\$1,167,743.96 was spent in 2021

\$1,141,866.00 was spent in 2020

To authorize the Director of Public Utilities to enter into Indefinite Quantity Agreement Contracts with Ohio Mulch Supply, Inc. and Quasar Energy Group LLC-North Tree Farm for the Deep Row Hybrid Poplar Tree Farm #2 Program; and to authorize the expenditure of \$1,840,000.00 from the Sanitary Sewerage Operating Fund; and to waive the competitive bidding provisions of City Code; (\$1,840,000.00)

**WHEREAS**, the Department of Public Utilities solicited bids for Deep Row Hybrid Poplar Tree Farm #2 Program (RFQ022646); and

**WHEREAS**, three bids were received and opened by the Director of Public Utilities on September 28, 2022; and

**WHEREAS**, all bidders had bid irregularities which deemed them non-responsive; and

**WHEREAS**, it was determined to be in the best interest of the City to waive competitive bidding and enter into contracts with Ohio Mulch Supply, Inc. and Quasar Energy Group LLC-North Tree Farm; and

**WHEREAS**, this contract will be in effect from the date of execution for one year and upon mutual agreement of the parties, availability of funds, and approval by the Columbus City Council, this contract can be renewed for six additional one year periods; and

**WHEREAS**, it has become necessary in the usual daily operation of the Department of Public Utilities to authorize the Director to enter into an Indefinite Quantity Agreement Contract with Ohio Mulch Supply, Inc. and Quasar Energy Group LLC-North Tree Farm for the Deep Row Hybrid Poplar Program; now, therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:**

**SECTION 1.** That the Director of Public Utilities be and is hereby authorized to enter into an Indefinite Quantity Agreement Contracts for the Deep Row Hybrid Poplar Program with Ohio Mulch Supply, Inc. and Quasar Energy LLC-North Tree Farm per the terms and conditions of RFQ022646 on file in the Department of Public Utilities.

**SECTION 2.** That said firm shall conduct the work to the satisfaction of the Director of Public Utilities.

**SECTION 3.** That this Council has determined that it is in the best interest of the City of Columbus to waive the competitive bidding provisions of Columbus City Codes Chapter 329 to enter into the contracts.

**SECTION 4.** That this agreement will be in effect from the date of execution for one year and upon mutual agreement, funds availability, and approval by the Columbus City Council this contract can be renewed for six additional one year periods.

**SECTION 5.** That the funds necessary to carry out the purpose of this ordinance are hereby deemed appropriated, and

the City Auditor shall establish such accounting codes as necessary.

**SECTION 6.** That the expenditure of \$1,840,000.00 is authorized in Fund 6100 (Sanitary Sewer-Operating) in object class 03 Services per the accounting codes in the attachment to this ordinance.

**SECTION 7.** That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.