

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

**REQUIREMENTS CONTRACT: CONTAINER RENTAL AND REFUSE DISPOSAL SERVICE AT THE VARIOUS OHIO DEPARTMENTS OF REHABILITATION CORRECTIONAL INSTITUTIONS AS SPECIFIED HEREIN**

**Institutional specific information will become Exhibits A and B and C of this contract effective as specified in Contract Number OT914305, OT914405 and OT901106. Part B of this contract will become effective 11/01/05 and will refer to the Instructions, Contract Terms and Conditions to Bidders, Special and Supplemental Contract Terms and Conditions as revised on 03/14/05.**

CONTRACT No.: OT914305

EFFECTIVE DATES: 05/01/05 to 10/31/07

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT914305 that opened on 04/18/05, Bid No. OT914405 that opened on 04/20/05 and Bid No. OT901106 that opened 06/08/05 and Bid No. OT904606 that opened 09/09/05. 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 Instructions to Bidders, Contract Terms & Conditions, any bid addenda, special contract terms & conditions, 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 Ohio Department of Rehabilitation and Correction, as applicable.

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

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

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

Gayle Blankenship  
gayle.blankenship@das.state.oh.us

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



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

Signed: \_\_\_\_\_  
C. Scott Johnson, Director Date

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\*Effective 11/01/05

**STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF STATE PURCHASING  
INSTRUCTIONS TO BIDDERS**

**Article I-1. Complete Competitive Sealed Bid with Authorized Signature.** Bidders must submit a complete, signed competitive sealed bid, which at a minimum should include all of the pages of the Invitation to Bid that required the bidder to respond and any additional information or samples required by the Invitation to Bid. Bids should be signed, in ink (blue is preferred), on the front page of the Invitation to Bid. Bidders are requested not to use black ink to sign the Bid.

**Article I-2. Delivery of Bids.**

**I-2.1 When Bids may be Delivered.** The Department of Administrative Services ("DAS") must receive bids no later than 12:00 p.m. the day the bids are scheduled for opening. DAS receives bids during the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, except state observed holidays. DAS does not accept bids with insufficient postage or collect on delivery.

**I-2.2 Where Bids must be Delivered.** Bids must be delivered to the following address:

Department of Administrative Services  
General Services Division, Office of State Purchasing  
ATTN.: Bid Desk  
4200 Surface Rd.  
Columbus, OH 43228-1395

**I-2.3 How Bids May be Delivered.** Each bid must be submitted in a sealed envelope or similar container with the bid number clearly marked on the exterior. If a bidder uses an express mail or courier service, the bid number must be clearly marked on the exterior of the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope, with the bid number clearly marked on the inside envelope. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time, may be disqualified without additional consideration.

**Article I-3. Bids are a Public Record.**

**I-3.1** Interested bidders may attend the opening of the bids.

**I-3.2** After bids are opened and certified by the Auditor of State, they are available for public review by interested parties who have registered with the bid desk to review the bids. Once bids have been reviewed, they will be forwarded to the buyer/analyst to begin the evaluation and award process.

**I-3.3** After bids are opened they are public records as defined in Ohio Revised Code 149.43 and are subject to all laws appurtenant thereto.

**Article I-4. Interpretation of Bid Specifications:**

**I-4.1 Bidder May Request Clarification.** If a bidder discovers an inconsistency, error or omission in this Invitation to Bid, the bidder should request clarification from State Purchasing as indicated on the front page of the Invitation to Bid. Such clarification may be made only through the internet. Bidders should make their requests for clarification a minimum of five (5) working days before the date of bid opening unless otherwise noted on Page 1 of the ITB. No other form of

clarification is acceptable. Failure of Bidder to comply may result in the Bidder being deemed not responsive.

**I-4.2 DAS Modifications through Written Addendum.** When it is necessary to modify an Invitation to Bid, DAS does so by written addendum only.

**I-4.3 Damages Arising from Bid Specifications.** A bidder may not be compensated for damages arising from inaccurate or incomplete information in the Invitation to Bid specifications or from inaccurate assumptions based upon the specifications.

**Article I-5. Evaluation of Bids**

The contract will be awarded to the lowest responsive and responsible bidder as determined by DAS under the Ohio Revised Code (the "Code"). To protect the integrity of the competitive bid process, bids will be closed for public review once the evaluation and award process begins.

**I-5.1 Lowest Bidder.** A bidder is lowest if its bid offers the lowest-cost supply or service in comparison to all other bidders as set forth in the evaluation paragraph in the bid. While bidders may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest bidder.

**I-5.2 Responsive Bidder.** A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

**I-5.3 Responsible Bidder.** DAS' determination of a bidder's responsibility includes the following factors:

- (A) the experience of the bidder,
- (B) the bidder's financial condition,
- (C) the bidder's conduct and performance on previous contracts,
- (D) the bidder's facilities,
- (E) the bidder's management skills, and
- (F) the bidder's ability to execute the contract properly.
- (G) review of Federal and the Ohio Department of Transportation debarment list.

**I-5.4 Preference for Ohio Products.** The bid award may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under Ohio Revised Code Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06.

**I-5.5 Tie Bids.** If two or more bidders offer the same cost and both are determined to be responsive and responsible, DAS may break the tie with the flip of a coin. DAS may assign "heads" and "tails" to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest, responsive and responsible bidder.

**I-5.6 Rejected Bids.** DAS may reject any bid, in whole or in part, if any of the following circumstances are true:

- (A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the Invitation to Bid,
- (B) the price of the lowest responsive and responsible bid is excessive in comparison with market conditions or with the purchasing agency's available funds, or
- (C) DAS determines that awarding any item is not in the best interest of the State of Ohio.

**I-5.7 Unit Costs.** Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the Bid.

**I-5.8 Estimated Usage.** Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the contract. The State makes no representation or guarantee as to the actual amount of item(s) to be purchased by the participating agencies.

**I-5.9 Contractor's Warranty Against an Unresolved Finding for Recovery.** Ohio Revised Code (O.R.C.) Section 9.24 prohibits the State from awarding a contract to any bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this ITB, without notifying the DAS of such finding.

**I-5.10 Suspension and Debarments.** The Department of Administrative Services will not award a contract for goods or services, funded in whole or in part with Federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <http://epls.arnet.gov/>.

#### **Article I-6. Withdrawal of Bids**

**I-6.1 Withdrawal before Bid Opening.** A bidder may withdraw its bid, by written request, any time after DAS receives the bid and before bid opening.

**I-6.2 Withdrawal after Bid Opening.** A bidder may by written request withdraw its bid after bid opening, if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. "Inadvertent" means inattentive or unobservant; heedless; due to oversight; unintentional. If DAS suspects that the lowest bid contains a mistake, DAS may ask the bidder for written confirmation of its bid.

#### **Article I-7. Correction of Bids**

**I-7.1 Correction before Bid Opening.** If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder's signature or initials to a modification may result in the bid being determined to be not responsive. Any corrections must be completed off the premises.

**I-7.2 Correction after Bid Opening.** DAS may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly

evident from the bid and correction does not affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

**Article I-8. Bids are Firm for 90 Days.** Unless stated otherwise, once opened all bids are irrevocable for ninety (90) days. Beyond ninety (90) days, bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

**Article I-9. Requests for Revisions or Additions to the Contract:** Bidders are required to comply with all of the terms and conditions of the Invitation to Bid, whether the bidder had actual knowledge of the terms and conditions of the Invitation to Bid and regardless of any statement or omission in the bid that might indicate a bidder's contrary intention. DAS will not agree to any additional or inconsistent terms or conditions proposed by the bidder. The terms and conditions of the Invitation to Bid prevail over any inconsistent or additional terms or conditions of the bid proposed by the bidder.

**Article I-10. Information Requested:** DAS may request additional information to evaluate a bidder's responsiveness to the Invitation to Bid or to evaluate a bidder's responsibility. If a bidder does not provide the requested information, it may adversely impact DAS' evaluation of the bidder's responsiveness or responsibility.

**Article I-11. Samples:** DAS may require bidders, by Invitation to Bid or by request during evaluation, to provide sample supplies or equipment or examples of work, at the bidder's expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. DAS will return samples that are not destroyed by testing, at the bidder's expense, upon the bidder's timely request. DAS may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this Invitation to Bid will not be evaluated and DAS may dispose of them in any way it chooses.

**Article I-12. Bid Preparation.** The State of Ohio assumes no responsibility for costs incurred by the bidder prior to the award of any Contract resulting from this Bid. Total liability of the State is limited to the terms and conditions of a resulting Contract.

**Article I-13. Protests and Communications During Evaluation.** Any bidder, who is not in agreement with the competitive bidding process used to make the award may file a protest. The protest must be timely and submitted in writing to the State Purchasing Administrator. Any attempt by the bidder, the bidder's agent(s), or any party representing the bidder to file a protest with any entity of the State of Ohio other than the Administrator may result in the bidder being deemed as not responsive. During the evaluation process, unless requested by State Purchasing as part of the evaluation process, any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder, to submit correspondence that is determined by DAS to be an attempt to compromise the impartiality of the evaluation or any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the bidder. A determination to stay the proceedings or reverse an award determination will be at the sole discretion of the State Purchasing Administrator.

**Article I-13. Protests and Communications During Evaluation (continued).** The decision of the Administrator shall be final and conclusive unless any person adversely affected by the decision commences an action in a court of law.

**Article I-14. Ethics.** All bidders and employees of the Office of State Purchasing are bound by the Ethics Laws of the State of Ohio. Any bidder or employee who violates any of these laws will be subject to penalties set forth by law.

**Article I-15. Registration with the Secretary of State. When applicable by the signature affixed to this Bid, the bidder attests that the Bidder is:**

- (A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or
- (B) a foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Section 1703.03; or
- (C) a foreign corporation, not incorporated under the laws of the state of Ohio, and that is not registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.02 and 1703.03 (as applicable to interstate commerce).

**Article I-16. Certification Regarding Contract Eligibility With Other Governmental Entities:** By the signature affixed on Page 1, Bidder hereby certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

**Article I-17. Non-Collusion Certification:** By the signature affixed on Page one (1) of the Bid, the Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

**I-18. Specifications.** The Department of Administrative Services is authorized to prepare specifications to obtain supplies and services. The purpose of the specification is to describe the supplies or services to be purchased and will serve as a basis for comparison of bid responses. The department may use any form of specification it determines to be in the best interest of the State and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification, a performance specification or a combination thereof. If the department determines that a design, performance or combination specification is not in the best interest of the State, it may use brand name or equal specifications. **Where a brand name or equal specification is used, use of the brand name is for the purpose of**

**describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent supplies or services to those designated will be considered for award.** The department may also use a qualified products list of the federal government or may develop a qualified products list applicable to the State of Ohio. When developing a qualified products list, the department shall solicit a sufficient number of suppliers to ensure maximum coverage with providers of the supplies or services. Any supplier, not solicited, may request inclusion on the qualified products list. Potential suppliers will be required to furnish exact samples of the supplies or services to be provided for testing and examination by the State. **Only those supplies or services that conform to the state's requirements will be considered for inclusion on a qualified products list.** The department may also use a brand specific specification when it is determined that the identified brand name supplies or services will satisfy the State's need in the most cost-efficient manner, when the identified brand name supplies or services are necessary to protect the health and well-being of clients of the state, when emergency conditions will not permit acceptance of alternate brand name supplies or services, and when there are two or more authorized stocking distributors available to provide the required brand specific supplies or services. Final approval of, revisions to, and cancellation of the specifications for supplies and services or the proposed criteria and methodology for establishing and maintaining a qualified products list shall be the responsibility of the department.

**I-19. FDA Registration.** In accordance with the Public Health Security and Bioterrorism Preparedness Response Act of 2002, all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food and Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: <http://www.cfsan.fda.gov/~furls/ovffreg.html>. By the signature affixed to Page 1 of this ITB, Bidder certifies that Bidder, or his supplier(s) are properly registered with the FDA, unless otherwise exempted from such registration by the FDA.

**I-20. Subcontracting.** The Bidder must be the prime contractor performing the work under the Contract. However, DAS recognizes that it may be necessary for the Bidder to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Bidder shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the contract, the Bidder shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. DAS reserves the right to reject any subcontractor submitted by the prime contractor.

**STATE OF OHIO  
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GENERAL SERVICES DIVISION  
OFFICE OF STATE PURCHASING**

**CONTRACT TERMS AND CONDITIONS**

**Article K-1. Contract Components; Entirety; Changes; Interpretation.**

**K-1.1 Contract Components.** This Contract consists of the complete Invitation to Bid, including the Instructions to Bidders, the Contract Terms and Conditions, the Special Contract Terms and Conditions, the bid specifications and any written amendments to the Invitation to Bid; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").

**K-1.2 Entire Agreement; Parties to the Contract.** This Contract is the entire agreement between the contractor ("Contractor") and the Department of Administrative Services ("DAS") on behalf of the State agencies that may purchase from this Contract. The State agencies that may purchase from this Contract are listed on the front page of the Invitation to Bid as "Participating State Agencies."

**K-1.3 Contract Changes; Waiver.** Changes or modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any term of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

**Article K-2. Contract Orders.** Participating state agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by participating state agencies by telephone, facsimile, electronically, in person, debit order or by State of Ohio purchase order (ORDE) from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

**Article K-3. Standard Invoice & Payment**

**K-3.1 Invoice.** The Contractor shall submit an invoice to the ordering agency upon shipment of the supplies or performance of the service as described on the purchase order. Except when using Electronic Data Interchange (EDI) processes and unless otherwise requested by the ordering agency, the invoice must be in quadruplicate. The invoice must be a "proper invoice" to receive consideration for payment. A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

**K-3.2 Compensation.** In consideration for Contractor's performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be

made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. In addition, for purchases of services, Contractor must also be registered with the Office of Budget and Management's (OBM) vendor database. Registration in OBM's database requires the Contractor to complete an IRS W-9 Form. The completed original form should be mailed to: Office of Budget and Management, Vendor Compliance Section, 30, East Broad Street, 34<sup>th</sup> Floor, Columbus, OH 43215.

**K-3.3 Ohio Payment Card.** Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the State Purchasing website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

**K-3.4 Payment Due Date.** Each participating state agency must make payments under this Contract no later than the 30th calendar day from the day it receives an invoice, that conforms to the State's current policy, for the supplies or services it has accepted. The participating agency may only process an invoice for payment after delivery and acceptance of the ordered supplies or services has transpired.

**K-3.5 Interest on Overdue Payments.** Participating state agencies will determine and pay interest for overdue payments on proper invoices in accordance with Section 126.30 of the Revised Code.

**K-3.6 Taxes:** Participating state agencies are exempt from all federal, state and local taxes. Participating state agencies will not pay any taxes on supplies or services purchased from Contractor, unless the Special Contract terms and conditions specifically state otherwise.

**Article K-4. Time of Performance.**

**K-4.1 Term of Contract.** This Contract is effective upon the projected beginning date on the Invitation to Bid cover page or upon signature of DAS whichever is later in time. This Contract will remain in effect until the projected ending date on the Invitation to Bid cover page or until the Contract is fully performed by both parties or until it terminates in accordance with the Ohio constitutional or statutory limitations in this Article, Section K4.3, or until it is canceled or terminated in accordance with Article K-6, whichever occurs first.

**K-4.2 Contract Renewal.** This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be by agreement any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

**K-4.3 Constitutional and Statutory Limitations:**

**(A) Appropriation may not be longer than two years.** State contracts may not extend beyond a biennium. If the term of this Contract extends beyond a biennium, the Contract will terminate on the last day of the current biennium. At that time, DAS may renew this Contract by letter to Contractor no later than July 1, of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

**(B) Appropriation of Funds.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

**(C) Certification of Funds.** Under Revised Code Section 126.07, any purchase order (ORDE) placed under this Contract is not valid unless and until the Director of the Ohio Office of Budget and Management certifies that there is a balance in the appropriation not already obligated to pay existing commitments.

**Article K-5. Delivery.**

**K-5.1 F.O.B. The Place of Destination.** Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of delivery will be specified by the participating state agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

**K-5.2 Time of Delivery.** If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Article K-6 of this Contract or any other remedy at law.

**K-5.3 Minimum Orders-Transportation Charges.** For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the

item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

**Article K-6. Contract Cancellation; Termination; Remedies.**

**K-6.1 Contract Cancellation.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and DAS may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by DAS.

**(A) Contract Performance Substantially Endangered.** If Contractor's default is substantial and cannot be cured within a reasonable time or if DAS determines that the performance of the Contract is substantially endangered through no fault of the State, DAS may cancel this contract by written notice to Contractor.

**(B) Cancellation for Unremedied Default.** If Contractor's default may be cured within a reasonable time, DAS will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure its default within the time required, DAS may cancel the contract by written notice to Contractor. If DAS does not give timely notice of a default to Contractor, DAS has not waived any of the State's rights or remedies concerning the default.

**(C) Cancellation for Persistent Default.** DAS may cancel this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After DAS has notified Contractor of its third default, DAS may cancel this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related in any way.

**(D) Cancellation for Financial Instability.** DAS may cancel this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

**(E) Cancellation for Delinquency; Violation of Law.** DAS may cancel this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. However, DAS may not cancel this Contract if Contractor has entered into a repayment agreement with which Contractor is current. DAS also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract.

**(F) Cancellation for Failure to Retain Certification.** Pursuant to section 125.081 of the Revised Code DAS may set aside a bid for supplies or services for participation only by minority business enterprises (MBE'S) as certified by the DAS Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the DAS Equal Opportunity Coordinator, DAS may immediately cancel the Contract.

**K-6.2 Contract Termination.** DAS may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

**K-6.3 Remedies for Default.**

**(A) Actual Damages.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

**(B) Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, or \$250.00 per day, whichever is less, for every day the default is not cured by Contractor.

**(C) Deduction of Damages from Contract Price.** The participating state agency may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, with DAS prior written notice to Contractor.

**Article K-7. Force Majeure.** If the State or Contractor is unable to perform any part its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightening; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; arrests; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

**Article K-8. Delegation of Duty and Assignment of Rights.**

**K-8.1 DAS Consent to Delegate.** Contractor may not delegate any of its duties under this Contract unless DAS consents to the delegation in writing. DAS' consent to the delegation is not DAS' agreement to release Contractor from its duties under this Contract

**K-8.2 DAS Consent to Assign.** Contractor may not assign any of its rights under this Contract unless DAS consents to the assignment in writing. Any purported assignment made without DAS' written consent is void. DAS may assert against an assignee any claim or defense DAS may have against the assignor.

**K-8.3 Antitrust Assignment to DAS.** Contractor assigns to DAS all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

**Article K-9. Requirements Contract.** The quantity of supplies or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the participating state agencies. DAS may allow a participating state agency to purchase supplies or services identical to those provided under this Contract from a supplier other than Contractor, if one of the following conditions apply:

**K-9.1. Large quantities.** The supplies or services to be purchased were not anticipated by DAS at the time this Contract was let and the supplies or services are required in a large quantity.

**K-9.2 Unique or Unusual Nature.** The supplies or services to be purchased are unique or unusual from the supplies or services provided under this Contract.

**K-9.3 Emergency Purchase.** The agency requires the supplies or services to remedy an emergency and Contractor is not able to provide the supplies or services, as the emergency requires.

**Article K-10. Contractor's Warranty Against an Unresolved Finding for Recovery.** If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior to the award, the contract shall be void *ab initio*. The Contractor understands that Contractor shall be responsible to the State for any expenditures placed against the contract.

**Article K-11. Price Adjustments.**

**Article K-11. Price Increases.** If the Special Contract Terms and Conditions provide for a price increase, Contractor may request a price increase in accordance with the Special Contract Terms and Conditions.

**Article K-11.2 Price Decreases.** If DAS becomes aware of a general price decrease for the supplies or services provided under Contract, Contractor must provide a price decrease to the State of Ohio. Failure to provide a decrease will be considered as a default.

**Article K-12. Equal Employment Opportunity.** Contractor must comply with all federal and state laws pertaining to equal employment opportunity, including federal and state executive orders. Contractor will not by reason of race, color, religion, sex, sexual orientation, Vietnam veteran status, age, handicap, national origin, or ancestry, discriminate against any person in the hiring of employees for the performance of work under this Contract. Contractor, Contractor's subcontractors and any other agent acting on behalf of Contractor may not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, sexual orientation, Vietnam veteran status, age, handicap, national origin, or ancestry. During the performance of the Contract, Contractor agrees to comply with Revised Code Section 125.11.1(B), Administrative Code Sections 123:1-49-01 through 123:1-49-06 and Executive Order 2001-12T. The Contractor understands the State Equal Opportunity Division may conduct pre-award and post-award compliance reviews to determine if the Contractor maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program.

**Article K-13. Drug-Free Workplace.** Contractor must comply with all applicable state and federal laws regarding a drug free workplace. Contractor must exert good faith efforts to ensure that its employees do not purchase, transfer, and use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on State property. It is the responsibility of the Contractor to ensure that state employees and Ohio citizens are not exposed to dangers created by having one of the Contractor's employees at a state facility under the influence of controlled substances. At the option of the Contractor, the Contractor may enroll in the Drug Free Workplace discount program administered by the Bureau of Workers' Compensation. Information on this program may be obtained at the BWC website: [www.ohio.bwc.com](http://www.ohio.bwc.com). If the Contractor fails to meet this responsibility, DAS may immediately cancel the contract by written notice to the Contractor.

**Article K-14. Survivorship.** In addition to Article K-6 Section 6.3, Remedies for Default, of this Contract, the following Articles, Article K-15 through Article K-20, survive the expiration of this Contract.

**Article K-15. Indemnification.** Contractor will indemnify the State of Ohio, including its public officials and employees, for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise out of or are related to Contractor's performance under this Contract including Contractor's employees and agents.

**Article K-16. Confidentiality.** Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract, without written permission from DAS. Contractor must assume that all state information, documents, data, records or other material is confidential.

**Article K-17. Publicity.** Contractor and its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by DAS.

**Article K-18. Governing Law; Severability.** The laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

**Article K-19. Construction.** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**Article K-20. Workers' Compensation.** The contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio. If work is done outside of Ohio, the contractor shall be required to carry Workers' Compensation Insurance coverage to meet the laws of the appropriate state(s) where work on the Contract will be done.

The contractor may also be required to show proof of Employer's Liability (Stop Gap) coverage with at least a \$1,000,000 limit. Proof of Workers' Compensation coverage will be considered as part of the evaluation process. If not listed in the bid or submitted as part of the bid response, the bidder will be required to provide said certificate within seven (7) calendar days after notification to the Office of State Purchasing. Failure to provide the certificate within the stated time period will result in the bidder being deemed not responsive. Failure to maintain Workers' Compensation Liability Insurance coverage for the duration of the contract and any renewal thereto, will be considered as a default.

**Article K-21. Automobile and General Liability Requirements.** During the term of the Contract and any renewal thereto, the bidder, and any agent of the bidder, at its sole cost and expense shall maintain a policy of automobile liability and commercial general liability insurance as described in this Article. If not submitted with the bidder's response, copies of the respective insurance certificates shall be filed with the Office of State Purchasing within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period will result in the bidder being deemed not responsive. Said certificates are subject to the approval of the Director, Department of Administrative Services and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Director, Department of Administrative Services. Failure of the bidder to maintain this coverage for the duration of the Contract and any renewals thereto may be considered as a default.

**ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO AND SHALL BE COVERED BY THE OHIO GUARANTY FUND.** In addition, all insuring companies shall have and maintain at least an A- (excellent) rating from A.M. Best.

**Article K-21.1 Commercial General Liability.** Insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit. If the bidder uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow form on a per project/per location basis. It is agreed upon that the bidder's commercial general liability insurance shall be primary over any other coverage. The Office of State Purchasing reserves the right to approve all policy deductibles and levels of self-insured retention.

**Article K-21.2. Automobile Liability.** Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

**Article K-22. Contract Compliance.** The participating state agency will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction(s). DAS will apply the provisions of Article K-6, "Contract Terms and Conditions" to resolve the infractions(s).

**Article K-23. Quality Assurance.** At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the provisions of Article K-6, "Contract Terms and Conditions".

**Article K-24. Electronic Commerce Program.** The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the contractor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the State of Ohio to eventually conduct all procurement activities through electronic commerce technologies. Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio in the future. The following information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the State of Ohio through the electronic commerce technologies. Electronic Data Interchange (EDI) is used for electronic purchase orders, invoicing, and payment of purchases. The program includes sending electronic purchase orders to the Contractor, the receipt of electronic invoices from the Contractor and the transmission of payment and remittance information back to the Contractor. A complete "Implementation Guide", for doing business with the State of Ohio using EDI, can be found on the Internet at: [www.state.oh.us/ecedi/](http://www.state.oh.us/ecedi/). This guide contains all of the information necessary for a company to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location. In addition, companies who are interested in becoming EDI trading partners with the State of Ohio should visit the Office of Budget and Management's website at [www.state.oh.us/obm/BusinessCommunityPage/eCommerce.asp](http://www.state.oh.us/obm/BusinessCommunityPage/eCommerce.asp) for additional information regarding E Commerce.

**Article K-25. Warranties.** Unless otherwise stated, all supplies shall be new and unused and when authorized, recycled or refurbished products. All products shall carry manufacturer warranties. The Contractor warrants all supplies to be free from defects in labor, material and manufacturer and to be in compliance with the Contract specifications.

**Article K-26. Usage Reports.** At no cost to the State, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by the Office of State Purchasing. The reports will include information as to purchase activity under the Contract by all participating agencies and Co-Operative Purchasing Program members. Report topics will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar

value, aggregate sales to date for each customer and other such information as requested by the Office of State Purchasing. Electronic media is the preferred method for these reports. Failure to provide the requested reports will be deemed as an event of default.

**Article K-27. Return Goods Policy.** The State will apply the following Return Goods Policy on all purchases made under the Contract. The bidder acknowledges to have read, understood, and agrees to this Policy.

(A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.

(B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.



**Article K-28. Product Recall.** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify DAS-State Purchasing and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

**Article K-29. Contractor Disclosure; Location of Services, Data**

- (A) As part of the Agreement, Contractor shall disclose the following:
1. The location(s) where all services will be performed; and
  2. The location(s) where any state data applicable to the contract will be maintained or made available; and
  3. The principal location of business for the contractor and all subcontractors.
- (B) Contractor shall not, during the performance of this contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

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SPECIAL CONTRACT TERMS AND CONDITIONS

**SUPPLEMENTAL BID:** Any award made as a result of this bid will become a part of Contract No. OT914305 effective 07/01/05.

**WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS SUPERSEDE ANY STANDARD TERMS AND CONDITIONS SHOWN IN THIS BID.**

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

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract and in accordance with Article K-5, of the 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.

**SPECIFICATION QUESTIONS:** Bidders may visit State Purchasing's website at [www.ohio.gov/procure](http://www.ohio.gov/procure) and submit their questions. Answers to bidder's questions will be posted on State Purchasing's website. No prospective bidder shall respond to any verbal instructions or changes to this bid; only communications issued by the Ohio Department of Administrative Services, State Purchasing in the form of an addendum, will be considered valid.

**SITE VISIT:** Prior to submitting their bid response, the bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder must contact each facility to schedule an appointment. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

For this specific bid, reference the attached institutional specific bid exhibit.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

**EVALUATION:** Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". In addition, the State will use the following calculations to determine low lot total cost:

**GENERAL REFUSE CONTAINERS:**

$$[(\# \text{ of containers}) \times (\# \text{ pulls/year}) \times (\text{cost per container per pull})] + [(\# \text{ of containers}) \times (\text{monthly rental cost per container}) \times (\# \text{ mos./yr.})] = \text{annual cost per specified size container.}$$

**SELF CONTAINED COMPACTORS AND /OR ROLL-OFF CONTAINERS:**

$$[(\# \text{ of containers}) \times (\# \text{ pulls/year}) \times (\text{cost per container per pull})] + [(\# \text{ of containers}) \times (\text{monthly rental cost per container}) \times (\# \text{ mos./yr.})] + [(\text{per ton landfill disposal cost}) \times (\text{twelve (12) tons average payload}) \times (\# \text{ pulls/year})] = \text{annual cost per specified size container.}$$

**STATE OWNED SELF CONTAINED COMPACTORS:**

$$[(\# \text{ of containers}) \times (\# \text{ pulls/year}) \times (\text{cost per container per pull})] + [(\text{per ton landfill disposal cost}) \times (\text{twelve (12) tons/ average payload}) \times (\# \text{ pulls/year})] = \text{annual cost per specified size container.}$$

**CONFIDENTIAL RECORDS (EXHIBIT B ONLY):**

(Confidential Records Cost Per Carton) times (One Hundred (100) Cartons Per Year) to equal Annual Cost.

Award evaluation will be based on the sum total of all costs for all container sizes and confidential records for the term of the contract.

## SPECIAL CONTRACT TERMS AND CONDITIONS

**DELIVERY:** Initial delivery and installation of equipment to attain a fully operational status shall be accomplished no later than the specified contract inception date or within five (5) calendar days after receipt of order (A.R.O.) from the institution, whichever is later. All deliveries of stock merchandise shall be provided within two (2) working days A.R.O. and for store door delivery. Custom equipment shall be provided within forty-five (45) days A.R.O. and for store door delivery. Any additional pickup service shall be provided within one (1) working day A.R.O. from the institution. Any deviation to these timeframes must be approved in writing by the institution.

**TRANSPORTATION CHARGES:** Any item(s) ordered from a contract awarded pursuant to this bid specific to shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause. Shipment shall be made to the ordering institution.

**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 State Purchasing. 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.

For specific submission requirements, bidders should refer to the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

**FIXED-PRICE WITH LANDFILL COST ADJUSTMENT:** During the life of an awarded contract, changes may occur in state or local rates assessed to landfills that may affect the landfill dumping rates charged to the Contractor. In such cases, the Contractor, upon thirty (30) days prior written notice, may petition DAS to increase the contract price(s) by the exact amount of the increase in landfill dumping rates. The Contractor must submit documentary evidence to fully support the claim to DAS prior to making any price adjustment to their contract price(s). If DAS approves the increase, the increase will become effective for the remaining life of the awarded contract. Approval of said increase is subject to the sole discretion of the DAS. No petitions for increase will be considered for landfill dumping fee increases assessed prior to the effective date of the contract.

**FIXED-PRICE WITH REFUSE CONTAINER COST ADJUSTMENTS:** The Contractor agrees to adjust the total monthly pick up charges for any decrease/increase in the number of like size containers to be picked up or for any decrease/increase in frequency of pick ups due to resident program changes and/or building destruction/construction programs for the duration of the contract. Costs associated with the removal or addition of refuse containers shall be the responsibility of the Contractor. If the agency requests installation of additional containers, all costs shall be charged in accordance with the contract. The volume charges will reflect a per unit cost.

**FIXED-PRICE WITH WAGE ADJUSTMENTS:** No price adjustment will be granted during the first twelve (12) months duration of the contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition DAS to increase the contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty-(30) calendar days notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (i.e. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

## SPECIAL CONTRACT TERMS AND CONDITIONS

**TEMPORARY FUEL ADJUSTMENT:** No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 10% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 30% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise State Purchasing of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify State Purchasing of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

**EXCEPTIONS:** Any exceptions to these specifications must be explicitly detailed in the bidder's response. Exceptions will not disqualify a bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal bid responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the bid response.

**USAGE REPORTS:** Every twelve (12) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gayle Blankenship.

## GENERAL SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE:

The contractor shall provide refuse pickup/disposal services at locations specified herein. The services shall include rental container(s) and ancillary equipment, refuse collection, refuse disposal, and necessary permits and licenses to provide refuse services. Rental will be inclusive of all necessary maintenance and repair to maintain all equipment in a fully functional status.

### II. DEFINITIONS AND GENERAL REQUIREMENTS:

- A. Contractor: The successful contractor who shall be responsible for providing the specified types and quantities of trash containers and trash removal services as stated in the requirements herein.
- B. Refuse: Shall be defined as accumulated household trash, refuse, and other waste matter including bottles, tin cans, food and food containers, glass, paper products, cardboard, liquids, and other miscellaneous matter.
- C. Institution: The facilities that will receive the container rental and trash removal services from the contractor under any contract awarded pursuant to this bid.
- D. Equipment, Supplies and Manpower: The contractor shall furnish all equipment, supplies and manpower required to provide the complete refuse services as specified herein.
- E. Site Clean Up: Contractor shall clean up any spillage, loose bags, or loose trash that may be around the container or may result when emptying the trash container. Contractor is responsible to rake or sweep areas if necessary to remove all debris. Contractor shall carry rakes and brooms on trucks.
- F. Damages: Any damage sustained to the property as a result of the contractor or his representatives shall be repaired and/or replaced by the contractor in like kind, at no cost to the state.
- G. Security: The contractor and/or designated representatives shall comply with any and all security policies and security procedures at the agency during the performance and delivery of said services.

Trucks and contractor employees will be subject to search when both entering and/or leaving the institution. The institution may provide a staff employee for escort with the truck to all areas requiring service.

Bidders please note that in the event of fog, escape, lockdown, or any other unforeseeable incident(s), the contractor may be asked to return at a later time. Additionally, the contractor may be detained, if an unforeseeable incident occurs while the contractor is within the facility perimeter. The State is not responsible for any additional charges resulting from such rescheduling or detainment of the contractor, its representative, or its equipment.

- H. Turn Around Time: The compactor unit shall be removed, emptied, and reinstalled within a three (3) hour time span on the day of the pickup.
- I. Holidays: Should any normal pickup and delivery day coincide with a state holiday, then the pickup of trash/refuse shall be accomplished during the next normal work day.
- J. Inclement Weather Conditions: Should deep snow or other severe weather conditions prevent trash pickup as scheduled, pickup shall be accomplished during the next normal workday.

## GENERAL SPECIFICATIONS AND REQUIREMENTS

### III. EQUIPMENT SPECIFICATIONS AND MAINTENANCE:

- A. Containers: The State will require access to specific types of compaction containers, and containers configured for general refuse collection.
1. Compaction containers should be constructed according to industry best practice standards with design features according to intended end-use application. Examples of minimal features include, but are not limited to:
    - a. Construction of prime structural steel sheet, plate, channel, and tubing.
    - b. Compactor shall have the ram finish in a forward position to prevent access into the container.
    - c. Compactor shall have a locking doghouse containment enclosure with barn door style steel doors.
    - d. Compactor shall have a payload weight capacity of not less than ten (10) tons.
    - e. Compactor shall have a liquid sump and the container body shall be liquid tight.
    - f. Any liquids that bypass the ram shall be drained back into the container body.
    - g. Compactor area behind ram shall be accessible for cleaning/sanitizing.
    - h. Compactor shall have a pressure gauge and a fullness indicator gauge.
    - i. Compactor controls shall be lockable to prevent unauthorized access and operation.
  2. Front loader and rear loader general refuse containers should be constructed according to industry best practice standards with design features according to intended end-use application. Examples of minimal features include, but are not limited to:
    - a. Construction of prime structural steel sheet, plate, channel, and tubing.
    - b. Caster pads with casters or bump pads as appropriate to installation requirements.
    - c. Grease fittings for all moving parts.
    - d. All general refuse containers will be furnished with a tight fitting lid.
    - e. All general refuse containers will be furnished with casters if so requested by the facility.
  3. All general refuse containers provided for use on State property must have lockable lids.
  4. All containers or compactors brought onto agency grounds will be empty.
- B. Equipment Maintenance: Contractor shall assume all maintenance costs, travel, parts and labor, to provide preventive maintenance and all necessary repairs to maintain the equipment in a fully operational condition.
1. The contractor shall clean and spray the refuse containers and surrounding container areas on a regular basis with disinfectant to prevent contamination and odors, which are detrimental to maintaining sanitary conditions. Contractor will be responsible for keeping the containers clean and in good repair. Contractor shall wash, steam clean containers a minimum of once per month during warm weather (May through September) or as requested by the agencies. The balance of the year, containers shall be washed and steam cleaned every two (2) months or as requested by the agencies.
  2. The containers must be painted not less than once a year as a minimum.
  3. Damaged containers/container parts must be repaired/replaced by the contractor within seven working days, upon agency request.
  4. If the compactor or roll-off container malfunction and are estimated to be out of service for more than eight (8) hours, the contractor shall provide sufficient front loader general refuse container units to accommodate the waste stream. There shall be no rental charge or pickup charges for these emergency placement units.
  5. If the compactor malfunctions and can not be repaired to a fully functional status within one (1) week after notification by the facility, the contractor shall replace the compactor.

### IV. CONTAINER RENTAL, ALL TYPES, AND HAULING/DISPOSAL SERVICE:

- A. Monthly rental charge will include all costs associated with placement of the equipment on site, preventive maintenance, repair parts, and all labor associated with maintaining the equipment in full operational status. No additional taxes, fees, or charges above the monthly rental charge will be charged to the State for any reason.

## GENERAL SPECIFICATIONS AND REQUIREMENTS

- B. Pick up charges: Unless otherwise noted on the Price Schedule page, will include pickup, hauling and disposal. No other contractor charges will be considered.
- C. Frequency of Trash Pickup Schedule: The use of this term in this contract shall be defined to mean a truck and a driver going to pickup locations to remove all accumulated trash and/or refuse per the institution's specifications. Additional pickup/disposal services, requested by each facility, shall be supplied within two (2) working days after receipt of order or as mutually agreed upon by the institution and the contractor. In the event of an institutional emergency situation, the contractor shall provide equipment/disposal within twenty-four (24) hours of notification.
- D. Disposal of Trash: Contractor shall provide hauling and disposal services for refuse at the awarded state facility. Contractor shall not use any part of the facility for dumping trash.
1. The contractor will be required to provide landfill disposal for all facility solid waste collected in an approved solid waste sanitary landfill. Contractor collection/transport procedures and landfill operations must be in compliance with all applicable regulations of the Local County Health Department, Local County Solid Waste Management District, and the Ohio Environmental Protection Agency.
  2. The contractor must provide the name and address of the landfill(s) receiving the institution waste. The contractor must also declare the actual landfill cost per ton charged to the contractor for the institution waste.
- E. Cost Per Container Per Pull:
1. For general refuse containers: this shall be defined as the contractor's total charge for collection and disposal of one (1) container of refuse and/or trash from designated state facility.
  2. For compactor(s) and roll-off container(s): this shall be defined as the contractor's charge to collect and transport one (1) compactor/container round trip from the institution to the landfill site.
- F. Rate Per Ton to the Landfill: Applies only to compactor and roll-off containers transported to the landfill for disposal of accumulated refuse. Rate per ton is the charge per ton transported to the landfill and must be validated by a date/time stamped weight slip from the designated landfill showing the exact weight of the disposed refuse.
- A copy of the completed landfill weight slip must accompany the submission of the contractor's invoice. Invoices for compactor and/or roll-off disposal, that are submitted without a landfill weight slip, will not be considered a proper invoice and will be returned to the contractor.
- G. Per ton charges are assessed according to the landfill weight slip tonnage. A copy of the weight slip showing the amount disposed of, date, time, institutions name and driver signature must accompany the invoice. Invoices without landfill receipt documentation will not be honored for payment. No other contractor charges will be considered.
- H. The institution will determine placement location(s) of containers. Any additional units, required by a facility on a short-term basis, shall be furnished at the contract rate. The contractor, as determined by the facility, will remove any surplus units, within two (2) working days of notification by the facility.
- I. Number of Containers: Contractor shall supply the number of containers as specified. Contractor shall be able to supply additional containers and trash pick up service should the volume of trash increase. Contractor shall remove at the request of the state any unnecessary containers should the volume of trash decrease. Any additional containers supplied shall be at the bid quoted price. Additional rental containers, requested by the facilities, shall be supplied and/or removed within two (2) working days after receipt of order.
- J. Emergency Service: In the event that the compactor is reported, by the agency to the vendor, as non-functional, the vendor shall respond within a twenty-four (24) hour time frame. The agency shall contact the vendor of such condition and the vendor is required to either service the compactor and make operational, or replace the compactor within this time frame.

## GENERAL SPECIFICATIONS AND REQUIREMENTS

- K. Time(s) of Service: For refuse pick up inside the perimeter the contractor shall adhere to the time frames as specified by the Institution. Any vehicles parked inside the perimeter will have their keys removed from the ignition and steering wheel secured with anti-theft device. Pickup inside the perimeter security fence will be permitted only in the following manner:
1. Contractor shall limit the time spent within the perimeter fence to the minimum amount of time required to either pickup or switch out the containers.
  2. Once inmate count begins, the contractor will be released to leave only when the inmate count is completed and all inmates are accounted for. It is anticipated that inmate count will typically require thirty (30) minutes or less.
  3. Trucks and contractor employees will be subject to search when both entering and/or leaving the institution. The institution may provide a staff employee for escort with the truck to all areas requiring service. Bidders please note that in the event of fog, escape, or any other unforeseeable incident(s), the contractor may be asked to return at a later time. Additionally, the contractor may be detained, if an unforeseeable incident occurs while the contractor is within the facility perimeter. The State is not responsible for any additional charges resulting from such rescheduling or detainment of the contractor, its representative, or its equipment.
  4. Reference the bid exhibit for institutional specific requirements.

### V. STATE OWNED CONTAINERS ALL TYPES:

- A. The institution shall mark and identify all state-owned containers. The contractor shall not remove or cover this mark.
- B. Upon award, the contractor will schedule a visit with institution personnel to inspect all state-owned containers. The contractor will note the condition and age of all containers. A copy of this inspection report is to be provided to the institution highlighting any containers that are in need of immediate maintenance, repair or replacement. The agency will be responsible to make necessary repairs to or replace state-owned containers at this time.
- C. Any damages beyond normal wear and tear, that are caused to state-owned containers by the contractor, shall be the responsibility of the contractor. Contractor shall immediately report any such damages to the institution and shall make necessary repairs to restore the container to its original condition prior to the damage. If replacement of the container is necessary, such replacement shall be with a container equivalent to the container that was damaged, subject to acceptance by the institution.
- D. Under no circumstances or at any time during the term of this contract, shall a contractor replace a state-owned container with a rented or leased container without prior approval of the institution. Failure of the contractor to obtain prior approval from the institution will constitute a breach of contract.
- E. All state-owned containers shall be maintained in proper working condition by the institution, during the term of this contract. At the completion of this contract, the institution and contractor will conduct an inspection of the state-owned containers using the inspection report, prepared at the inception of the contract, as a comparison. The contractor will be responsible for any excessive wear and tear and/or damages to the container(s) up to and including replacement of the container(s).

Notice to Bidder: The General Specifications and Requirements are standard guidelines established. Any specifications listed under the Institutional Specific Requirements Exhibit shall prevail over these. Any conflicts to this shall be resolved at the discretion of the institution.

### VI. REFERENCES\*:

Bidder must provide with their bid at least four (4) references for jobs of similar scope. 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. Upon request from State Purchasing, the bidder will provide additional references if needed. Failure to provide adequate references may deem the bidder as not responsive and their bid may be disqualified.

\*Added as a result of Part B effective 11/01/05.

EXHIBIT A

INSTITUTIONAL SPECIFIC REQUIREMENTS  
FOR  
GRAFTON CORRECTIONAL INSTITUTION (Effective 05/01/05)

- I. **SCOPE:** The contractor shall provide refuse pickup/disposal services at the Grafton Correctional Institution (GCI) and Grafton Correctional Camp (GCC), both located in Grafton, Ohio on the same grounds, but under separate security levels. The services shall include state-owned and rental container(s), refuse collection, refuse disposal and all necessary permits and licenses to provide refuse services. Rental will be inclusive of all necessary maintenance and repair to maintain all equipment in a fully operational status
- II. **TIME(S) OF SERVICE:** These items are institutional specific requirements and are in addition to the General Specifications and Requirements previously stated in this document.
  - A. The contractors' truck shall be at the institution between 8:00 A.M. and 11:00 A.M. and/or 1:00 P.M. and 3:00 P.M. for pickups inside the perimeter security fence. Pickup inside the perimeter security fence will be permitted only in the following manner:
  - B. Contractor may enter the grounds only between 8:00 A.M. and 11:00 A.M. or between 1:00 P.M. and 3:00 P.M.
  - C. Contractor must make every effort to be exited from the sally-port no later than either 11: A.M. or 3:00 P.M., when the inmate count begins.
  - D. Contractor will be released to leave only when the inmate count is completed and all inmates are accounted for. It is anticipated that inmate count will typically require thirty (30) minutes or less.
  - E. Pickup days shall be either scheduled service or on an on-call basis, at the institution's request.
- III. **SITE VISIT:** Prior to submitting their bid response, the bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder should contact Colette Ramey at (440) 748-1161 at Grafton Correctional Institute to schedule an appointment. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.
- IV. **FREQUENCY OF PICK UP:** It is the state's option to determine the location of the container(s) on the institutional grounds and to declare the service frequency as an on-call basis or scheduled service with the required number of pickups per week. Based on historic waste generation patterns, pickup is typically required not less than one (1) time monthly and is not anticipated to be more than twelve (12) times per month for any of the containers. Frequency of pickup will initially be as follows.
  - A. Within the perimeter security fence: two(2) forty (40) cubic-yard self contained compactor units to have anticipated scheduled service of once per week for the recycling container and three times per week for food/refuse container.
  - B. Outside the perimeter security fence will be two (2) three (3) cubic yard general refuse containers, with anticipated scheduled service twice per week for each; plus one (1) six (6) cubic yard general refuse container to have on-call service; plus two (2) eight (8) cubic yard general refuse containers, with anticipated scheduled service twice per week for GCI Warehouse and three times per week for GCC Food Service, plus one (1) thirty (30) cubic yard open top, roll-off container scheduled for once, weekly pickup service.
  - C. Contractor will be notified of need for pickup two (2) days in advance of requested on-call date, or as mutually agreed to by the institution and the contractor. In the event of an institutional emergency situation, the contractor shall provide equipment/disposal service within a mutually agreed upon time, not to exceed twenty-four hours of notification. The contractor will coordinate all normal schedules and schedule changes for pickup services by calling Colette Ramey at (440) 748-1161.

EXHIBIT A (CONTINUED)

INSTITUTIONAL SPECIFIC REQUIREMENTS  
FOR  
GRAFTON CORRECTIONAL INSTITUTION (Effective 05/01/05)

- D. Documentation of Landfill Disposal: Upon return, the contractor's representative shall provide the facility with a copy of the landfill receipt, showing actual tonnage transported to the landfill. This receipt copy should be given to the staff employee escorting the driver within the institution. An additional copy of the landfill receipt must accompany the invoice. Invoices without landfill receipt documentation will not be honored for payment.
- E. Container Switch-out: Should the contractor elect to switch-out the 30 cubic yard roll-off unit rather than performing a round-trip disposal service, an original landfill receipt, showing actual tonnage transported to the landfill, must be mailed to the GCI business office within two (2) working days. An additional copy of the landfill receipt must accompany the invoice. Invoices without landfill receipt documentation will not be honored for payment.
- F. Recycling Program: At this time, GCI intends to designate the collected 100% clean Old Corrugated Cardboard (OCC) of its waste stream as recyclable waste. The contractor is to provide recycling services for the Grafton Correctional Institution's cardboard recycling program. One state-owned 40 cubic yard compactor unit will be provided for this program with the container location to be determined by the institution. The contractor will be responsible for taking the collected cardboard to the recycler and providing all weigh receipts to the GCI business office. The contractor will report all proceeds from this cardboard recycling program to GCI. The institution will retain all revenues generated by this cardboard recycling program. The institution will provide proper signage for the container to insure the 100% clean cardboard status of the OCC.

V. EQUIPMENT SPECIFICATIONS:

- A. The following specifications are given to create a base for bid evaluation only.
- B. This list is not intended to typify or limit the extent of possible procurements through this contract. Specifications given within this section are for equipment to be considered as refuse industry "medium duty".
- C. All compactor installations must comply with the safety standards of ANSI Z245.2 addressing the manufacture, reconstruction, modification, maintenance, service, operation and installation of stationary compacting equipment as well as applicable local codes and regulations.
- D. In the following specification, any requirements, trademarks, brand names, manufacturers names, catalogs/style/product numbers and the component parts of products are listed as examples only, for the purpose of description to establish a base level of quality, performance and characteristics the state requires. Any listed examples are not intended to limit or restrict competition as any items offered that contain the level of quality that are incorporated in the trademarks, brand names, manufacturers names, catalog/style/product numbers listed will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications and samples to verify quality standards.

VI. EQUIPMENT CONSTRUCTION: These items are institutional specific requirements and are in addition to the General Specifications and Requirements previously stated in this document.

- A. Collection Containers: The state will require access to specific types of containers configured for general refuse collection.

EXHIBIT A (CONTINUED)  
INSTITUTIONAL SPECIFIC REQUIREMENTS  
FOR  
GRAFTON CORRECTIONAL INSTITUTION (Effective 05/01/05)

- B. Front loader and rear loader general refuse containers should be constructed according to industry best practice standards with design features according to intended end-use application. Examples of minimal features include, but are not limited to:
    - 1. Shell construction of 12 gauge steel, or as appropriate to rated performance capacity.
    - 2. Floor and side (vertical and longitudinal) supports, cross member gussets, corner post reinforcements, as appropriate to rated performance capacity.
    - 3. All lid and door openings reinforced with tubing and structural channel plus bar stock hinges as appropriate to rated performance capacity.
    - 4. Pickup sleeves of 10 gauge steel, or as appropriate to rated performance capacity.
    - 5. Pickup hook of ½" bar stock, or as appropriate to rated performance capacity.
  - C. All general refuse containers provided for use inside the perimeter security fence must have lockable lids.
- VII. WARRANTIES, PREVENTIVE MAINTENANCE, REPAIR OF RENTED/LEASED CONTAINERS:
- A. Installation, preventative maintenance and/or repair service will be the responsibility of the contractor.
    - 1. The award total amount will be all inclusive of all costs incurred for preventive maintenance and repairs during the contract term.
    - 2. Preventive maintenance will be scheduled on not less than a quarterly basis.
    - 3. Repair service will be performed within twenty-four (24) hours of agency notification.
  - B. All containers must be washed and painted not less than once a year, as a minimum.
  - C. The contractor, upon notification from the facility, must make necessary repairs to damaged doors and lids and restore the container to its original condition prior to the damage. If replacement of the container is necessary, such replacement shall be with a container equivalent to the container that was damaged, subject to acceptance by the institution.
  - D. All containers must be sanitized not less than every three months as a minimum.

EXHIBIT B

INSTITUTIONAL SPECIFIC REQUIREMENTS  
FOR  
ALLEN CORRECTIONAL INSTITUTION, O.P.I. TEXTILE SHOP AND OAKWOOD CORRECTIONAL FACILITY

- I. SCOPE: The contractor shall provide refuse pickup/disposal services at the Allen Correctional Institution, 2338 Northwest Street, Lima, OH 45801, O.P.I. Textile Shop, also located at Allen Correctional, and Oakwood Correctional Facility, 3200 Northwest Street, Lima, OH 45801. The services shall include state-owned and rental container(s), refuse collection, refuse disposal and all necessary permits and licenses to provide refuse services. Rental will be inclusive of all necessary maintenance and repair to maintain all equipment in a fully operational status.
- II. SITE VISIT: Prior to submitting the bids, before the legal opening date, bidders should visit the institutions to be serviced, to become familiar with the trash removal requirements, agency representatives and working environments of the institutions. Contact Ron Ditto, Industry Manager at (419) 228-9265 for O.P.I.; Joe Mayberry, Business Administrator at (419) 224-8000 Ext 2152 for the Allen Institution and Roger Shue, OCF Business Administrator at (419) 225-8052 Ext. 2151 for the Oakwood Correctional Facility for an appointment to visit the site(s).
- III. TIME(S) OF SERVICE AND FREQUENCY OF PICK-UP: These items are institutional specific requirements and are in addition to the General Specifications and Requirements previously stated in this document.
  - A. Pick up services for the Allen Correctional Institution's 40 cu. yd. container shall be one (1) time per week. The Allen Correctional Institution's hours for container pick up are 7:30 a.m. through 10:45 a.m., and 11:45 a.m. through 3:30 p.m. All arrangements for container pick up/return shall be made between the agency and the contractor.
  - B. The Oakwood Correctional facility shall have scheduled pick ups on Monday, Tuesday, Wednesday, Thursday, and Saturday. Confidential records shall be picked up on a call basis (approximately 2 times a year). Any unscheduled pick ups will need to be arranged by mutual agreement between the contractor and the facility.
  - C. Contractor will be notified of need for pickup two (2) days in advance of requested on-call date, or as mutually agreed to by the institution and the contractor. In the event of an institutional emergency situation, the contractor shall provide equipment/disposal service within a mutually agreed upon time, not to exceed twenty-four hours of notification. The contractor will coordinate all normal schedules and schedule changes for pickup services by calling the designated contact person at the facility.
- IV. CONTAINER MAINTENANCE-AGENCY OWNED: Contractor shall spray forty (40) cubic yard compactor container owned by Allen Correctional Institution with a disinfectant and deodorizer on a quarterly basis.
- V. EQUIPMENT: Front loader and rear loader general refuse containers should be constructed according to industry best practice standards with design features according to intended end-use application. Examples of minimal features include, but are not limited to:
  - A. Shell construction of 12 gauge steel, or as appropriate to rated performance capacity.
  - B. Floor and side (vertical and longitudinal) supports, cross member gussets, corner post reinforcements, as appropriate to rated performance capacity.
  - C. All lid and door openings reinforced with tubing and structural channel plus bar stock hinges as appropriate to rated performance capacity.
  - D. Pickup sleeves of 10 gauge steel, or as appropriate to rated performance capacity.
  - E. Pickup hook of ½" bar stock, or as appropriate to rated performance capacity.
  - F. All general refuse containers provided for use inside the perimeter security fence must have lockable lids.

EXHIBIT B  
INSTITUTIONAL SPECIFIC REQUIREMENTS  
FOR  
ALLEN CORRECTIONAL INSTITUTION, O.P.I. TEXTILE SHOP AND OAKWOOD CORRECTIONAL FACILITY

VI. WARRANTIES, PREVENTIVE MAINTENANCE, REPAIR OF RENTED/LEASED CONTAINERS

- A. Installation, preventative maintenance and/or repair service will be the responsibility of the contractor.
  - 1. The award total amount will be all inclusive of all costs incurred for preventive maintenance and repairs during the contract term.
  - 2. Preventive maintenance will be scheduled on not less than a quarterly basis.
  - 3. Repair service will be performed within twenty-four (24) hours of agency notification.
- B. All containers must be washed and painted not less than once a year, as a minimum.
- C. The contractor, upon notification from the facility, must make necessary repairs to damaged doors and lids and restore the container to its original condition prior to the damage. If replacement of the container is necessary, such replacement shall be with a container equivalent to the container that was damaged, subject to acceptance by the institution.

EXHIBIT C  
INSTITUTIONAL SPECIFIC REQUIREMENTS  
FOR  
LORAIN CORRECTIONAL INSTITUTION

- I. SCOPE: The contractor shall provide refuse pickup/disposal services at the Lorain Correctional Institution. The services shall include state-owned and rental container(s), refuse collection, refuse disposal and all necessary permits and licenses to provide refuse services. Rental will be inclusive of all necessary maintenance and repair to maintain all equipment in a fully operational status.
- II. SITE VISIT: Prior to submitting the bids, before the legal opening date, bidders should visit the institutions to be serviced, to become familiar with the trash removal requirements, agency representatives and working environments of the Institutions. Contact Kenny Linger at (440) 748-1049, Ext. 291 for an appointment to visit the site(s).
- III. TIME(S) OF SERVICE AND FREQUENCY OF PICK UP: These items are institutional specific requirements and are in addition to the General Specifications and Requirements previously stated in this document.

The institution's normal work week is Monday through Saturday. The scheduled days will need to be arranged by mutual agreement between the contractor and the facility. In addition, the Contractor shall provide hauling and disposal services for one (1) 36 cu. yd. container. The contractor shall be contacted by the institution (at least twenty-four [24] hours notice) when services are needed. Contractor shall remove the compactor container for disposal of trash on the designated day between 8:00 a.m. and 11:00 a.m., or between 1:00 p.m. and 3:00 p.m. Contractor shall return the compactor within four (4) hours after pick up.

- IV. DOCUMENTATION: Upon return, the contractor's representative shall provide the facility with a copy of the landfill receipt, showing actual tonnage transported to the landfill. This receipt copy should be given to the staff employee escorting the driver within the institution. An additional copy of the landfill receipt must accompany the invoice. Invoices without landfill receipt documentation will not be honored for payment.

V. EQUIPMENT SPECIFICATIONS:

- A. The following specifications are given to create a base for bid evaluation only.
- B. This list is not intended to typify or limit the extent of possible procurements through this contract. Specifications given within this section are for equipment to be considered as refuse industry "medium duty".
- C. All compactor installations must comply with the safety standards of ANSI Z245.2 addressing the manufacture, reconstruction, modification, maintenance, service, operation and installation of stationary compacting equipment as well as applicable local codes and regulations.
- D. In the following specification, any requirements, trademarks, brand names, manufacturers names, catalogs/style/product numbers and the component parts of products are listed as examples only, for the purpose of description to establish a base level of quality, performance and characteristics the state requires. Any listed examples are not intended to limit or restrict competition as any items offered that contain the level of quality that are incorporated in the trademarks, brand names, manufacturers names, catalog/style/product numbers listed will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications and samples to verify quality standards.
- E. All general refuse containers provided for use inside the perimeter security fence must have lockable lids.

EXHIBIT C (CONTINUED)

INSTITUTIONAL SPECIFIC REQUIREMENTS  
FOR  
LORAIN CORRECTIONAL INSTITUTION

VI. EQUIPMENT CONSTRUCTION: These items are institutional specific requirements and are in addition to the General Specifications and Requirements previously stated in this document.

- A. Collection Containers: The state will require access to a specific types of containers configured for general refuse collection.
- B. Front loader and rear loader general refuse containers should be constructed according to industry best practice standards with design features according to intended end-use application. Examples of minimal features include, but are not limited to:
  - 1. Shell construction of 12 gauge steel, or as appropriate to rated performance capacity.
  - 2. Floor and side (vertical and longitudinal) supports, cross member gussets, corner post reinforcements, as appropriate to rated performance capacity.
  - 3. All lid and door openings reinforced with tubing and structural channel plus bar stock hinges as appropriate to rated performance capacity.
  - 4. Pickup sleeves of 10 gauge steel, or as appropriate to rated performance capacity.
  - 5. Pickup hook of ½" bar stock, or as appropriate to rated performance capacity.

VII. WARRANTIES, PREVENTIVE MAINTENANCE, REPAIR OF RENTED/LEASED CONTAINERS:

- A. Installation, preventative maintenance and/or repair service will be the responsibility of the contractor.
  - 1. The award total amount will be all inclusive of all costs incurred for preventive maintenance and repairs during the contract term.
  - 2. Preventive maintenance will be scheduled on not less than a quarterly basis.
  - 3. Repair service will be performed within twenty-four (24) hours of agency notification.
- B. All containers must be washed and painted not less than once a year, as a minimum.
- C. The contractor, upon notification from the facility, must make necessary repairs to damaged doors and lids and restore the container to its original condition prior to the damage. If replacement of the container is necessary, such replacement shall be with a container equivalent to the container that was damaged, subject to acceptance by the institution.
- D. All containers must be sanitized not less than every three months as a minimum.

EXHIBIT A -PRICE SCHEDULE PAGE  
 FOR  
 GRAFTON CORRECTIONAL INSTITUTION

Allied Waste Svcs

May 01, 2005 through April 30, 2006								
OAKS Item #:	EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	OWN vs. RENTAL STATUS LOCATION AT GCI/GCC	PICKUP STATUS AND FREQUENCY	# OF PULLS PER YEAR
4260 or 8780	STATE OWNED EQUIPMENT 40 CUBIC YARD SELF CONTAINED COMPACTOR (for food/refuse) INSIDE PERIMETER FENCE	xxxxxxx	\$ 329.00	No Charge	1	State Owned Unit GCI Foodservice	**Tuesday Thursday	**104
	STATE OWNED EQUIPMENT 40 CUBIC YARD COMPACTOR (for recycling) INSIDE PERIMETER FENCE	xxxxxxx	\$ 113.00	No Charge	1	State Owned Unit GCI Foodservice	Thursday	52
4258	30 CUBIC YARD OPEN ROLL-OFF CONTAINER (for debris) OUTSIDE PERIMETER FENCE	\$ 0.00	\$ 279.00	No Charge	1	Rental Unit GCC Farm/Maintenance	Friday	52
8775	3 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCI	\$ 0.00	\$ 7.75	xxxxxxx	1	Rental Unit GCI Lift Station	On Call	*12
8775	3 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCC	\$ 0.00	\$ 7.75	xxxxxxx	1	Rental Unit GCC Lift Station	On Call	*12
4256	6 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE	\$ 0.00	\$ 15.45	xxxxxxx	1	Rental Unit Firing Range	**On Call	*12
8779	8 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCI	\$ 0.00	\$ 25.75	xxxxxxx	1	Rental Unit GCI Warehouse	Monday Wednesday	104
8779	8 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCC	\$ 0.00	\$ 25.75	xxxxxxx	1	Rental Unit GCC Foodservice	Monday Wednesday Friday	156

PICKUP FREQUENCY AND SCHEDULING PER YEAR ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE INSTITUTION

\*For the purpose of bid evaluation only. Pickups will be on call as needed.

\*\*Revised pick-up frequency

FOR EVALUATION PURPOSES ONLY, PER TON LANDFILL DISPOSAL COST WILL BE CALCULATED AS TWELVE (12) TONS TRANSPORTED TO THE LANDFILL/RECYCLING CENTER IN THE 40 YARD COMPACTOR OR 30 YARD ROLL-OFF

EXHIBIT A -PRICE SCHEDULE PAGE  
 FOR  
 GRAFTON CORRECTIONAL INSTITUTION

May 01, 2006 through April 30, 2007								
OAKS Item #:	EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	OWN vs. RENTAL STATUS LOCATION AT GCI/GCC	PICKUP STATUS AND FREQUENCY	# OF PULLS PER YEAR
4260 or 8780	STATE OWNED EQUIPMENT 40 CUBIC YARD SELF CONTAINED COMPACTOR (for food/refuse) INSIDE PERIMETER FENCE	xxxxxxx	\$ 320.00	No Charge	1	State Owned Unit GCI Foodservice	**Tuesday Thursday	**52
	STATE OWNED EQUIPMENT 40 CUBIC YARD COMPACTOR (for recycling) INSIDE PERIMETER FENCE	xxxxxxx	\$ 110.00	No Charge	1	State Owned Unit GCI Foodservice	Thursday	26
4258	30 CUBIC YARD OPEN ROLL-OFF CONTAINER (for debris) OUTSIDE PERIMETER FENCE	\$ 0.00	\$ 270.00	No Charge	1	Rental Unit GCC Farm/Maintenance	Friday	26
8775	3 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCI	\$ 0.00	\$ 7.50	xxxxxxx	1	Rental Unit GCI Lift Station	On Call	*6
8775	3 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCC	\$ 0.00	\$ 7.50	xxxxxxx	1	Rental Unit GCC Lift Station	On Call	*6
4256	6 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE	\$ 0.00	\$ 15.00	xxxxxxx	1	Rental Unit Firing Range	**On Call	*6
8779	8 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCI	\$ 0.00	\$ 25.00	xxxxxxx	1	Rental Unit GCI Warehouse	Monday Wednesday	52
8779	8 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCC	\$ 0.00	\$ 25.00	xxxxxxx	1	Rental Unit GCC Foodservice	Monday Wednesday Friday	78

PICKUP FREQUENCY AND SCHEDULING PER YEAR ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE INSTITUTION

\*For the purpose of bid evaluation only. Pickups will be on call as needed.

\*\*Revised pick-up frequency

FOR EVALUATION PURPOSES ONLY, PER TON LANDFILL DISPOSAL COST WILL BE CALCULATED AS TWELVE (12) TONS TRANSPORTED TO THE LANDFILL/RECYCLING CENTER IN THE 40 YARD COMPACTOR OR 30 YARD ROLL-OFF

EXHIBIT A -PRICE SCHEDULE PAGE  
 FOR  
 GRAFTON CORRECTIONAL INSTITUTION

May 01, 2007 through October 31, 2007

OAKS Item#:	EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	OWN vs. RENTAL STATUS LOCATION AT GCI/GCC	PICKUP STATUS AND FREQUENCY	# OF PULLS PER YEAR
4260 or 8780	STATE OWNED EQUIPMENT 40 CUBIC YARD SELF CONTAINED COMPACTOR (for food/refuse) INSIDE PERIMETER FENCE	xxxxxxx	\$ 320.00	No Charge	1	State Owned Unit GCI Foodservice	**Tuesday Thursday	**104
	STATE OWNED EQUIPMENT 40 CUBIC YARD COMPACTOR (for recycling) INSIDE PERIMETER FENCE	xxxxxxx	\$ 110.00	No Charge	1	State Owned Unit GCI Foodservice	Thursday	52
4258	30 CUBIC YARD OPEN ROLL-OFF CONTAINER (for debris) OUTSIDE PERIMETER FENCE	\$ 0.00	\$ 270.00	No Charge	1	Rental Unit GCC Farm/Maintenance	Friday	52
8775	3 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCI	\$ 0.00	\$ 7.50	xxxxxxx	1	Rental Unit GCI Lift Station	On Call	*12
8775	3 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCC	\$ 0.00	\$ 7.50	xxxxxxx	1	Rental Unit GCC Lift Station	On Call	*12
	6 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE	\$ 0.00	\$ 15.00	xxxxxxx	1	Rental Unit Firing Range	**On Call	*12
8779	8 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCI	\$ 0.00	\$ 25.00	xxxxxxx	1	Rental Unit GCI Warehouse	Monday Wednesday	104
8779	8 CUBIC YARD FRONT LOAD CONTAINER WITH LID; OUTSIDE PERIMETER FENCE GCC	\$ 0.00	\$ 25.00	xxxxxxx	1	Rental Unit GCC Foodservice	Monday Wednesday Friday	156

PICKUP FREQUENCY AND SCHEDULING PER YEAR ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE INSTITUTION

FOR EVALUATION PURPOSES ONLY, PER TON LANDFILL DISPOSAL COST WILL BE CALCULATED AS TWELVE (12) TONS TRANSPORTED TO THE LANDFILL/RECYCLING CENTER IN THE 40 YARD COMPACTOR OR 30 YARD ROLL-OFF.

PRICE SCHEDULE PAGE EXHIBIT A

The bidder shall provide the name, location, and actual landfill cost (to the contractor) for refuse/trash to be removed from the Grafton Correctional Institution.

Landfill (name and address): BFI Lorain County Landfill 43502 Oberlin-Elyria Road Oberlin, OH 44074

Actual landfill cost per ton \$ 33.25 (to the contractor)

The bidder shall provide the name and location for recyclable cardboard to be removed from the Grafton Correctional Institution.

Recycling Center (name and address): Lorain County Resource Recovery Complex

43650 Oberlin-Elyria Road

Oberlin, OH 44074

AS A PERCENTAGE, DEFINE EACH COST ELEMENT AS CONTRIBUTOR TO THE CHARGED COSTS			
COST ELEMENTS	MONTHLY CONTAINER RENTAL COST	CONTAINER PER PICK-UP COST	LANDFILL DISPOSAL COST
EQUIPMENT	% N/A	% 50	%
LABOR	% N/A	% 40	%
FUEL	% N/A	% 10	%
LANDFILL	% N/A	% 0	% 100

EXHIBIT B -PRICE SCHEDULE PAGE  
 ALLEN CORRECTIONAL INSTITUTION, O.P.I. TEXTILE SHOP AND OAKWOOD CORRECTIONAL FACILITY

OAKS Item #:11008

ALLEN CORRECTIONAL INSTITUTION

May 01, 2005 through April 30, 2006						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR
8 cu. yd.	\$ 112.00 Per Month	\$ 0 Per Pull	xxxxxxxxxxxxxxxxxx	1	Once per week	52
*40 cu. yd. state owned container Hauling and Disposal Service only (Cost Per Trip)	xxxxxxxxxxxxxxxxxxxxxxxx	\$ 471.55 Per Pull	xxxxxxxxxxxxxxxxxx	1	Once per week	52
May 01, 2006 through April 30, 2007						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR
8 cu. yd.	\$ 117.60 Per Month	\$ 0 Per Pull	xxxxxxxxxxxxxxxxxx	1	Once per week	52
*40 cu. yd. state owned container Hauling and Disposal Service only (Cost Per Trip)	xxxxxxxxxxxxxxxxxxxxxxxx	\$ 495.13 Per Pull	xxxxxxxxxxxxxxxxxx	1	Once per week	52
May 01, 2007 through October 31, 2007						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR
8 cu. yd.	\$ 123.48 Per Month	\$ 0 Per Pull	xxxxxxxxxxxxxxxxxx	1	Once per week	52
*40 cu. yd. state owned container Hauling and Disposal Service only (Cost Per Trip)	xxxxxxxxxxxxxxxxxxxxxxxx	\$ 519.88 Per Pull	xxxxxxxxxxxxxxxxxx	1	Once per week	52

(1) Pick up days will be agency designated. Additional pick ups on any of the above containers shall be at the ITB quoted cost.

\*COMPACTOR HOOKUP - ALLEN CORRECTIONAL INSTITUTION SHALL PROVIDE ONE (1) 40 CU. YD. SELF-CONTAINED COMPACTOR. THE INSTITUTION SHALL PROVIDE ALL UTILITY HOOKUPS FOR SAID COMPACTOR.

ACTUAL LANDFILL COST (TO THE CONTRACTOR): = \$ 39.26 per ton.

LANDFILL NAME AND ADDRESS-O.P.I. TEXTILE SHOP:

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EXHIBIT B -PRICE SCHEDULE PAGE (CONTINUED)  
 ALLEN CORRECTIONAL INSTITUTION, O.P.I. TEXTILE SHOP AND OAKWOOD CORRECTIONAL FACILITY

OAKS Item#: 11008

O.P.I. TEXTILE SHOP (LOCATED AT ALLEN CORRECTIONAL)

May 01, 2005 through April 30, 2006						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR
40 cu. yd.	\$ 60.00 Per Month	\$ 275.10 Per Pull	XXXXXXXXXXXX	1	On call basis	12
May 01, 2006 through April 30, 2007						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR
40 cu. yd.	\$ 63.00 Per Month	\$ 288.86 Per Pull	XXXXXXXXXXXX	1	On call basis	12
May 01, 2007 through October 31, 2007						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR
40 cu. yd.	\$ 66.15 Per Month	\$ 303.30 Per Pull	XXXXXXXXXXXX	1	On call basis	12

FOR BIDDING PURPOSES, AN ESTIMATE OF ONE (1) TRIP PER MONTH WILL BE USED FOR THE 40 CU. YD. CONTAINER. (AGENCY SHALL DETERMINE PICK UP DAY).  
 (1) Pick up days will be agency designated. Additional pick ups on any of the above containers shall be at the ITB quoted cost.

THE BIDDER SHALL PROVIDE THE NAME, LOCATION, AND ACTUAL LANDFILL COST (TO THE CONTRACTOR) FOR REFUSE/TRASH TO BE REMOVED FROM THE:

ACTUAL LANDFILL COST (TO THE CONTRACTOR): = \$ 39.26 per ton.

LANDFILL NAME AND ADDRESS-O.P.I. TEXTILE SHOP:

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EXHIBIT B -PRICE SCHEDULE PAGE (CONTINUED)  
 ALLEN CORRECTIONAL INSTITUTION, O.P.I. TEXTILE SHOP AND OAKWOOD CORRECTIONAL FACILITY

OAKS Item #: 4499

OAKWOOD CORRECTIONAL INSTITUTION

May 01, 2005 through April 30, 2006							
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR	LOCATION
8 cu. yd.	\$ 363.22 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	3	M, T, W, Th, Sat	260	Main Building
3 cu. yd.	\$ 412.76 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	1	3x per week	156	Warehouse
3 cu. yd.	\$ 137.04 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	1	1x per week	52	Powerhouse
May 01, 2006 through April 30, 2007							
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR	LOCATION
8 cu. yd.	\$ 381.38 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	3	M, T, W, Th, Sat	260	Main Building
3 cu. yd.	\$ 433.40 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	1	3x per week	156	Warehouse
3 cu. yd.	\$ 143.90 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	1	1x per week	52	Powerhouse
May 01, 2007 through October 31, 2007							
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	(1) PICKUP FREQUENCY	# OF PULLS PER YEAR	LOCATION
8 cu. yd.	\$ 400.45 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	3	M, T, W, Th, Sat	260	Main Building
3 cu. yd.	\$ 455.07 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	1	3x per week	156	Warehouse
3 cu. yd.	\$ 151.09 Per Month	\$ 0.00 Per Pull	XXXXXXXXXXXXX	1	1x per week	52	Powerhouse

(1) Pick up days will be agency designated. Additional pick ups on any of the above containers shall be at the ITB quoted cost.

THE BIDDER SHALL PROVIDE THE NAME, LOCATION, AND ACTUAL LANDFILL COST (TO THE CONTRACTOR) FOR REFUSE/TRASH TO BE REMOVED FROM THE:

ACTUAL LANDFILL COST (TO THE CONTRACTOR): = \$ 39.26 per ton.

LANDFILL NAME AND ADDRESS-O.P.I. TEXTILE SHOP:

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EXHIBIT B-PRICE SCHEDULE PAGE (CONTINUED)  
 ALLEN CORRECTIONAL INSTITUTION, O.P.I. TEXTILE SHOP AND OAKWOOD CORRECTIONAL FACILITY

**CONFIDENTIAL RECORDS (HIGH SECURITY TRASH)**

NOTE: The Confidential Records (High Security Trash) to be removed/destroyed are stored in cartons and secured by the facility. The facility will provide access to these cartons to the successful contractor **approximately two (2) times a year** (or as needed). The cartons average twenty-five (25) to thirty (30) pounds each, with an **estimate of one hundred (100) cartons** to be disposed of annually. Schedule to be presented by the facility.

(Confidential Records Cost Per Carton) times (One Hundred Cartons Per Year) to equal Annual Cost.

CONFIDENTIAL RECORDS	Confidential Records Cost Per Carton 5/1/05 THROUGH 4/30/06	Confidential Records Cost Per Carton 5/1/06 THROUGH 4/30/07	Confidential Records Cost Per Carton 5/1/07 THROUGH 10/31/07
Carton Size (24"x15"x24")	\$ 1.50 Each Carton	\$ 1.58 Each Carton	\$ 1.66 Each Carton

NOTE: Pick up days will be agency designated. Additional pick ups on any of the above containers shall be at the ITB quoted cost.

**ALL LOCATIONS**

AS A PERCENTAGE, DEFINE EACH COST ELEMENT AS CONTRIBUTOR TO THE CHARGED COSTS			
COST ELEMENTS	MONTHLY CONTAINER RENTAL COST	CONTAINER PER PICK-UP COST	LANDFILL DISPOSAL COST
EQUIPMENT	%100	%11	%0
LABOR	%0	%38	%0
FUEL	%0	%8	%0
LANDFILL	%0	%43	%0

BID PRICE PAGE  
 FOR  
 LORAIN CORRECTIONAL INSTITUTION - EXHIBIT C

OAKS Item #:

CONTRACTOR: Browning Ferris Industries dba Allied Waste Services

July 01, 2005 through June 30, 2006						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	PICKUP STATUS AND FREQUENCY	# OF PULLS PER YEAR
8 CUBIC YARD (For recyclable cans)	\$ 0.00 PER MONTH	\$ 20.00 PER PULL	XXXXXXXXXXXX	1	On Call- (Estimate once per quarter)	4
36 CUBIC YARD STATE OWNED SELF CONTAINED COMPACTOR (For corrugated paper)	XXXXXXXXXXXXXXXX	\$ 105.00 PER PULL	\$ 0.00 PER TON	1	(1) On Call Not currently used	0
36 CUBIC YARD - STATE OWNED SELF CONTAINED COMPACTOR	XXXXXXXXXXXXXXXX	\$ 295.00 PER PULL	\$ 0.00 PER TON	1	2 times per week	104
2 CUBIC YARD TANK (FOR SLUDGE AND LIQUIDS)	\$ 0.00 PER MONTH	\$ 50.00 PER PULL	\$0.00 PER TON	1	On Call- (Estimate twice per year)	2

FOR EVALUATION PURPOSES ONLY, PER TON LANDFILL DISPOSAL COST WILL BE CALCULATED AS TWELVE (12) TONS TRANSPORTED TO THE LANDFILL/RECYCLING CENTER IN THE 36 YARD CONTAINER.

BID PRICE PAGE  
 FOR  
 LORAIN CORRECTIONAL INSTITUTION - EXHIBIT C

OAKS Item #:

CONTRACTOR: Browning Ferris Industries

July 01, 2006 through June 30, 2007						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	PICKUP STATUS AND FREQUENCY	# OF PULLS PER YEAR
8 CUBIC YARD (For recyclable cans)	\$ 0.00 PER MONTH	\$ 21.00 PER PULL	XXXXXXXXXXXX	1	On Call- (Estimate once per quarter)	4
36 CUBIC YARD STATE OWNED SELF CONTAINED COMPACTOR (For corrugated paper)	XXXXXXXXXXXXXXXX	\$ 108.00 PER PULL	\$ 0.00 PER TON	1	(1) On Call Not currently used	0
36 CUBIC YARD - STATE OWNED SELF CONTAINED	XXXXXXXXXXXXXXXX	\$ 303.50 PER PULL	\$ 0.00 PER TON	1	2 times per week	104
2 CUBIC YARD TANK (FOR SLUDGE AND LIQUIDS)	\$ 0.00 PER MONTH	\$ 51.50 PER PULL	\$0.00 PER TON	1	On Call- (Estimate twice per year)	2

FOR EVALUATION PURPOSES ONLY, PER TON LANDFILL DISPOSAL COST WILL BE CALCULATED AS TWELVE (12) TONS TRANSPORTED TO THE LANDFILL/RECYCLING CENTER IN THE 36 YARD CONTAINER.

BID PRICE PAGE (CONTINUED)  
 FOR  
 LORAIN CORRECTIONAL INSTITUTION - EXHIBIT C

OAKS Item #:

CONTRACTOR: Browning Ferris Industries

July 01, 2007 through October 31, 2007						
EQUIPMENT DESCRIPTION	MONTHLY RENTAL COST PER CONTAINER	COST PER CONTAINER PER PULL	PER TON LANDFILL DISPOSAL COST	# OF CONTAINERS	PICKUP STATUS AND FREQUENCY	# OF PULLS PER YEAR
8 CUBIC YARD (For recyclable cans)	\$ 0.00 PER MONTH	\$ 21.00 PER PULL	XXXXXXXXXXXX	1	On Call- (Estimate once per quarter)	4
36 CUBIC YARD STATE OWNED SELF CONTAINED COMPACTOR (For corrugated paper)	XXXXXXXXXXXX	\$ 108.00 PER PULL	\$ 0.00 PER TON	1	(1) On Call Not currently used	0
36 CUBIC YARD - STATE OWNED SELF CONTAINED	XXXXXXXXXXXX	\$ 303.50 PER PULL	\$ 0.00 PER TON	1	2 times per week	104
2 CUBIC YARD TANK (FOR SLUDGE AND LIQUIDS)	\$ 0.00 PER MONTH	\$ 51.50 PER PULL	\$0.00 PER TON	1	On Call- (Estimate twice per year)	2

FOR EVALUATION PURPOSES ONLY, PER TON LANDFILL DISPOSAL COST WILL BE CALCULATED AS TWELVE (12) TONS TRANSPORTED TO THE LANDFILL/RECYCLING CENTER IN THE 36 YARD CONTAINER.

LANDFILL

Actual landfill cost per ton \$ 33.25 (to the contractor)

The bidder shall provide the name and location for refuse/trash to be removed from the Lorain Correctional Institution.

Recycling Center (name and address): Lorain County Resource Recovery Complex

43650 Oberlin-Elyria Road, Oberlin, OH 44074

AS A PERCENTAGE, DEFINE EACH COST ELEMENT AS CONTRIBUTOR TO THE CHARGED COSTS			
COST ELEMENTS	MONTHLY CONTAINER RENTAL COST	CONTAINER PER PICK-UP COST	LANDFILL DISPOSAL COST
EQUIPMENT	%N/A-0	%50	%
LABOR	%N/A-0	%40	%
FUEL	%N/A-0	%10	%
LANDFILL	%N/A-0	%	%100

CONTRACTOR INDEX –EXHIBIT A AND EXHIBIT C  
GRAFTON CORRECTIONAL INSTITUTE(A) AND LORAIN CORRECTIONAL INSTITUTE (C)

CONTRACTOR AND TERMS:

Vendor ID #136957  
B.F.I. of Ohio, Inc.  
d/b/a Allied Waste Services  
2175 Stiving Road  
Mansfield, OH 44903

REMITTANCE ADDRESS:

Allied Waste Services  
P.O. Box 9001099  
Louisville, KY 40290-1099

CONTRACTOR'S CONTACT: Terry Thompson

BID CONTRACT NO.: OT914305-4(10/31/07)  
(BID AS OT914405)

TERMS: Net 30 days

DELIVERY: As Specified

Toll Free: (800) 686-4085  
Telephone: (419) 747-6900  
FAX: (419) 747-7382

E-mail: [terryl.thompson@awin.com](mailto:terryl.thompson@awin.com)

CONTRACTOR INDEX –EXHIBIT B  
ALLEN AND OAKWOOD CORRECTIONAL AND OPI TEXTILE SHOP

CONTRACTOR AND TERMS:

Vendor ID# 11527  
Waste Management TERMS: Net 30 Days  
1550 E. Fourth Street  
Lima, OH 45804

CONTRACTOR'S CONTACT: Tim Rose

John Sweeney

IT/MIS CONTACT: Jim Holtzman

BID CONTRACT NO.: OT914305-1(10/31/07)

DELIVERY: As Specified

Telephone: (419) 221-3720  
FAX: (419) 221-3624  
E-Mail: [trose2@wm.com](mailto:trose2@wm.com)  
E-Mail: [jsweeney@wm.com](mailto:jsweeney@wm.com)

Telephone: (440) 336-8228

# PART B

**AS PROVIDED IN THE BID NO. OT904606, THE REVISED INSTRUCTIONS, TERMS AND CONDITIONS TO BIDDERS, STANDARD CONTRACT TERMS AND CONDITIONS, AND SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS AS OF 03/14/05 SHALL APPLY TO PART B OF THIS CONTRACT OT914305.**

SPECIAL CONTRACT TERMS AND CONDITIONS

**WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS SUPERSEDE ANY STANDARD TERMS AND CONDITIONS SHOWN IN THIS BID.**

**SUPPLEMENTAL BID:** Any award made as a result of this bid will become Part B of Contract No. OT914305 effective 11/01/05.

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

**SPECIFICATION QUESTIONS:** Bidders may visit State Purchasing's website at [www.ohio.gov/procure](http://www.ohio.gov/procure) and submit their questions. Answers to bidder's questions will be posted on State Purchasing's website. No prospective bidder shall respond to any verbal instructions or changes to this bid; only communications issued by the Ohio Department of Administrative Services, State Purchasing, in the form of an addendum, will be considered valid.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will use the following calculations to determine low lot total cost:

**SELF CONTAINED COMPACTORS AND /OR ROLL-OFF CONTAINERS (RENTED AND STATE-OWNED):**

$$[(\# \text{ of containers}) \times (\# \text{ pulls/year}) \times (\text{cost per container per pull})] + [(\# \text{ of containers}) \times (\text{monthly rental cost per container}) \times (\# \text{ mos./yr.})] + [(\text{per ton landfill disposal cost}) \times (\text{twelve (12) tons average payload}) \times (\# \text{ pulls/year})] = \text{annual cost per specified size container.}$$

Award evaluation will be based on the sum total of all costs for all container sizes for the term of the contract.

**DELIVERY:** Initial delivery and installation of equipment to attain a fully operational status shall be accomplished no later than the specified contract inception date or within five (5) calendar days after receipt of order (A.R.O.) from the institution, whichever is later. All deliveries of stock merchandise shall be provided within two (2) working days A.R.O. and for store door delivery. Custom equipment shall be provided within forty-five (45) days A.R.O. and for store door delivery. Any additional pickup service shall be provided within one (1) working day A.R.O. from the institution. Any deviation to these timeframes must be approved in writing by the institution.

**E.D.G.E Certification:** The Office of State Purchasing has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

PART B  
EXHIBIT A

INSTITUTIONAL SPECIFIC REQUIREMENTS  
FOR  
TRUMBULL CORRECTIONAL INSTITUTION

I. SCOPE:

The contractor shall provide refuse pickup/disposal services at the Trumbull Correctional Institution, 5901 Burnett Road, Leavittsburg, OH 44430. The services shall include State owned and rented container(s), refuse collection, refuse disposal, and necessary permits and licenses to provide refuse services.

II. SITE VISIT:

Prior to submitting their bid response, the bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder must contact Jacqueline Scott of Trumbull Correctional (330) 898-0820 extension 2023 to schedule an appointment. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

III. TIME(S) OF SERVICE AND FREQUENCY OF PICK-UP:

The contractor's truck shall be at the institution between 8:00 A.M. and 12:00 Noon for scheduled pickups. Pickup days shall be at the institution's request. Pickup is typically required two times weekly for the institution owned compactors. The institution may provide a staff employee for escort with the truck to all areas requiring service.

Note: At this time, only the forty (40) cubic yard compactor for food service is located inside the perimeter fence. All other containers are located on the institution grounds outside the perimeter fence. Placement location(s) of containers will be determined by the institution.

Contractor will be notified of need for pickup two (2) days in advance of scheduled date, or as mutually agreed to by the institution and the contractor. In the event of an institutional emergency situation, the contractor shall provide disposal service within twenty-four hours of notification.

IV. EQUIPMENT:

With the exception of the recyclable waste, the contractor will be required to provide landfill disposal at no additional charge to the institution for all refuse collected from the facility. Upon request, the contractor's representative shall provide the facility with a copy of the landfill receipt, showing actual landfill cost of disposal.

The contractor must provide pickup, hauling, disposal, and return of the container service for the two (2) forty (40) cubic yard institution owned compactor units.

Trumbull Correctional Institution will provide annual Toxicity Characteristics Leaching Procedure (TCLP) testing by an independent testing firm. All other requested testing shall be the responsibility of the contractor or agency requesting the test. The institution will not be responsible for any additional costs for any other testing procedures.

All proposals must include the name and address of the offeror's proposed landfill site and a letter from the landfill stating its intent to accept the solid waste refuse from Trumbull Correctional Institution.

V. DOCUMENTATION:

Upon return, the contractor's representative shall provide the facility with a copy of the landfill receipt, showing actual tonnage transported to the landfill. This receipt copy should be given to the staff employee escorting the driver within the institution. An additional copy of the landfill receipt must accompany the invoice. Invoices without landfill receipt documentation will not be honored for payment.

BID PRICE PAGE  
 FOR  
 TRUMBULL CORRECTIONAL INSTITUTION – PART B EXHIBIT A

All proposals must include the name and address of the offeror's proposed landfill site AND A LETTER FROM THE LANDFILL stating its intent to accept the solid waste refuse from Trumbull Correctional Institution.

OAKS Item #: 4583

CONTRACTOR: Waste Management of Ohio

November 01, 2005 through October 31, 2006							
EQUIPMENT DESCRIPTION	LOCATION OF CONTAINERS	COST PER CONTAINER PER PULL	# OF CONTAINERS	MONTHLY RENTAL COST PER CONTAINER	PICKUP STATUS AND FREQUENCY	# OF PULLS PER YEAR	PER TON LANDFILL DISPOSAL COST
40 cu. Yard State Owned Compactor	CAMP	\$ 339.00 PER PULL	1	\$250.00 PER MONTH	2 TIMES PER WEEK (ON CALL BASIS)	104	\$ No Charge
40 cu. Yard State Owned Compactor	FOOD SERVICE	\$ 339.00 PER PULL	1	\$250.00 PER MONTH	2 TIMES PER WEEK (ON CALL BASIS)	104	\$ No Charge

November 01, 2006 through October 31, 2007							
EQUIPMENT DESCRIPTION	LOCATION OF CONTAINERS	COST PER CONTAINER PER PULL	# OF CONTAINERS	MONTHLY RENTAL COST PER CONTAINER	PICKUP STATUS AND FREQUENCY	# OF PULLS PER YEAR	PER TON LANDFILL DISPOSAL COST
40 cu. Yard State Owned Compactor	CAMP	\$ 339.00 PER PULL	1	\$250.00 PER MONTH	2 TIMES PER WEEK (ON CALL BASIS)	104	\$ No Charge
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UPON AWARD, AGENCY MAY REQUEST RENTED EQUIPMENT. BIDDER SHALL PROVIDE A MONTHLY RENTAL COST OF THIS EQUIPMENT. FAILURE TO PROVIDE THIS INFORMATION WILL DEEM THE BIDDER AS NOT RESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN TO THE BID. THIS COST WILL BE USED AS PART OF THE EVALUATION.

BID PRICE PAGE  
 FOR  
 TRUMBULL CORRECTIONAL INSTITUTION – PART B EXHIBIT A

LANDFILL

Actual landfill cost per ton \$ 27.50 (to the contractor)

The bidder shall provide the name and location for refuse/trash to be removed from the Trumbull Correctional Institution.

Recycling Center (name and address): Mahoning Landfill

3510 Garfield Road New Springfield, OH 44443

All proposals must include the name and address of the offeror's proposed landfill site AND A LETTER FROM THE LANDFILL stating its intent to accept the solid waste refuse from Trumbull Correctional Institution.

AS A PERCENTAGE, DEFINE EACH COST ELEMENT AS CONTRIBUTOR TO THE CHARGED COSTS			
COST ELEMENTS	MONTHLY CONTAINER RENTAL COST	CONTAINER PER PICK-UP COST	LANDFILL DISPOSAL COST
EQUIPMENT	%	%	%
LABOR	%	%	%
FUEL	%	%	%
LANDFILL	%	%	%

CONTRACTOR INDEX –PART B EXHIBIT A  
TRUMBULL CORRECTIONAL INSTITUTION

CONTRACTOR AND TERMS:

Vendor ID # 11527  
Waste Management  
6705 Richmond Road  
Glenwillow, OH 44139

BID CONTRACT NO.: OT914305-1(10/31/07)

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Joe Mistretta

Telephone: (440) 343-8319  
FAX: (713) 942-1549  
E-Mail: [jmistretta@wm.com](mailto:jmistretta@wm.com)

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
5	10/29/07	To provide notification of contract expiration and to update Vendor ID's and contact information.
4	09/26/06	Update Contractor's T.I.N. and remittance address (Allied)
3	07/11/06	Update Contractor's contact information (Allied)
2	11/01/05	Combine Contract OT904606 into OT914305
1	07/01/05	Combine Contracts OT914305, OT914405, and OT901106