INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.	BIDDER NAME
BID NUMBER: OT903912 / OPENING DATE (1:00 p.m.): DECEMBER 2, 2011	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet
	CITY / STATE / ZIP
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk	COUNTY / MBE/EDGE CERTIFICATE NUMBER
	TELEPHONE NO. ( ) / TOLL FREE NO. 1 - ( )
	CONTACT PERSON / FAX NO. ( )
REQ./INDEX NO. EXP002 / BID NOTICE DATE NOVEMBER 17, 2011	CONTRACTOR'S E-MAIL ADDRESS

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

☐ E-Mail ☐ Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, ____Days, Net 30 Days

PARTICIPATING AGENCY(IES): Ohio Expo Center (EXP)

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

REMOVAL/DISPOSAL SERVICES FOR MANURE, LIVESTOCK BEDDING, AND YARD WASTE FROM THE OHIO EXPO CENTER.

TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 01/01/2012 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 12/31/2014 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 02/2011, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/ All questions should be submitted a minimum of three (3) working days prior to the bid opening date.

PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

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

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?

   ☐ United States: _____(State) ☐ Canada ☐ Mexico (Go to B-1)

   ☐ Other: (Specify Country)_____ (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.

   ☐ Yes (Go to Section B-1) ☐ No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

   _____(Item) _____(Country of Origin)

   _____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

   ☐ Yes (Go to C) ☐ No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio. ☐ Yes (Answer a, b, c, d below) ☐ No (Go to B-3)

   a) Bidder has paid the required taxes due the state of Ohio ☐ Yes ☐ No

   b) Bidder is registered with the Ohio Secretary of State

      ☐ Yes (Charter/Registration No.: _____) ☐ No

      Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: http://www.sos.state.oh.us/

   c) Bidder has ten or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-2d)

   d) Bidder has seventy-five percent or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-3)

3. Border state bidder:

   ☐ Yes (Specify which state then go to B-2c): ☐ KY ☐ MI ☐ NY ☐ PA ☐ IN ☐ No (Go to B-4)

4. Border state bidder: mined products mined in respective border state ☐ Yes ☐ No ☐ Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business ☐ Yes ☐ No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form http://www.publicsafety.ohio.gov/links/HLS0038.pdf and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL CONTRACT TERMS AND CONDITIONS

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

CORPORATE PROFILE: To qualify for bidding, Bidders are required to have been in a likekind business, providing similar hauling and disposal services as specified in this bid, for a minimum of one (1) year. Bidders must submit with their Bid response a letter stating the company's background and supportive information of the minimum requirements. Bidders are to provide three references including: company name, address, telephone number, and name of person to contact, for whom the Bidder has provided similar hauling and disposal services within the past five years.

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded Contract, under a separate Bid.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

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

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. The location of services for this Bid is the OEC facilities in Columbus, Ohio.

SITE VISIT: Prior to submitting their Bid response, the Bidder should visit the location they are bidding in order to survey the facilities and to become familiar with the requirements of the bid. The Bidder must contact the facility to schedule an appointment. To schedule an appointment, please contact the Ohio Exposition Center's Maintenance Director at (614) 644-5050. 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.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the Bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any Contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their Bid response or within the time specified herein will deem the Bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will multiply the monthly bid price for months other than August and October by ten (10) and add the monthly bid prices for August and October to determine the annual lot total. Failure to bid all items may result in the Bidder being deemed as not-responsive.

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

TRANSPORTATION CHARGES: The Contractor will be responsible for all transportation charges incurred in the removal and disposal of materials and/or services specified in this Bid and resulting Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

LANDFILL CHARGES: The Contractor will be responsible to pay all landfill service charges for the removal and proper disposal of all manure, livestock bedding (straw, wood shavings, etc.), and yard waste (leaves, grass clippings, etc.).

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

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

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

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

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. “Termination/Suspension” and Provision II. of the “Contract Remedies:” of the “Standard Contract Terms and Conditions”.

DISPOSAL CERTIFICATION: Bidders must submit with their Bid a certification letter stating that their firm can provide a suitable location for the disposal of manure, livestock bedding, and yard waste (leaves, grass clippings, etc.). The name, phone number and address of the location for disposal shall be included in the certification letter. This location must comply with all standards and regulations of the State and county Health Departments and the State and Federal Environmental Protection Agencies, governing the location for disposal. The Contractor must provide with his monthly invoice a statement noting a total number of loads removed from the fairgrounds, the weight of each load and the location each load was taken to (i.e., Franklin County Landfill (list address); mushroom farm (list company name and address); compost manufacturer (list company name and address); etc.

USAGE REPORTS: Every twelve (12) months (report in January for the previous twelve months) the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Dennis Kapenga. These reports are in addition to any other reports that may be required by the agency.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and Contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required “responsibility” analyses on those vendors and Contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or Contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service’s to serve as your Federal Taxpayer Identification Number.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

EXECUTIVE ORDER 2011-12K: (Governing the Expenditure of Public Funds on Offshore Services) The Contractor must affirm to have read and understand Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract. The Contractor must complete and include with its Bid response the Standard Affirmation and Disclosure Form:
http://procure.ohio.gov/pdf/EO201112K/EO201112K_Announcement.pdf

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

The term of the Contract will be from January 01, 2012 through December 31, 2014 and will be for both Fair and non-Fair special events. The Contract will have 24 months of renewals available.

A. The Contractor must be responsible for loading and removing all accumulations of manure, livestock bedding, and yard waste from all Ohio Expositions Commission (OEC) facilities.

B. The Contractor must note on the invoice how many full and how many partial loads of manure and bedding were removed each month. A full load constitutes 100 cubic yards.

II. EVENT INFORMATION

A. For additional information as to the schedule of non-Fair livestock events, contact the OEC's Rental Services Director at (614) 644-4038. Because the schedule is constantly changing, interested parties can also reference the Ohio Expositions Commission website to get current information: http://www.ohioexpocenter.com.

B. For additional information as to the schedule of arrival and release of livestock during the Ohio State Fair, contact the OEC Livestock Superintendent by calling (614) 644-4047. Because the schedule is constantly changing, interested parties can also reference the OEC's Ohio State Fair website to get current information: http://www.ohiostatefair.com.

III. GENERAL REQUIREMENTS - FAIR AND NON-FAIR

A. It is the responsibility of the Contractor to provide the necessary equipment and manpower to keep the OEC facilities clean of all accumulations of manure and bedding to the satisfaction of the OEC Management. The State reserves the right to inspect the Contractor's equipment and/or may request a demonstration of equipment and the methods the Contractor intends to use to fulfill the requirements of this Bid prior to the award of a Contract. The Bidder must include with their Bid response the expected inventory of equipment to be utilized for execution of this Contract. This equipment inventory should designate which equipment will be stored on OEC property.

B. On-site equipment requirements:

The Contractor is required to provide and maintain adequate on-site equipment capable of quickly and efficiently removing and disposing of all manure and bedding. Examples of such equipment would include: semi-tractors, open top 40' semi-trailers, tractors with grapple forks and buckets and brush sweepers. All equipment must be equipped with protective options to safeguard OEC property, especially concrete and asphalt surfaces. The locations for storage of on-site equipment will be coordinated with OEC staff.

C. Locations for the accumulation and pickup of manure and bedding will be determined by the OEC Management and will be coordinated with the Contractor. The Contractor must be responsible for removing the manure and bedding from the Voinovich Center, the dairy end of the Livestock Complex, Cooper Arena, the Multi-Purpose Building and the Sheep Exhibits Building, with assistance from OEC staff. The Contractor will also be responsible for the removal of manure and bedding from the Buckeye Building, Swine Barn, Agriculture and Horticulture Building, Poultry Building, the Commercial Buildings, Heritage Hall, tent areas created by the All-American Quarter Horse Congress (AAQHC) or other Expo events after the stalls have been removed. OEC staff will be responsible for the removal of manure and bedding from all stalls, pens, buildings not listed where the Contractor would have difficulty operating equipment. The above list is subject to change and will be communicated to the Contractor.

D. After removing accumulations of manure and bedding, all areas must be blade and/or brush cleaned.

E. The Contractor will be liable for any and all damages to EOC facilities/property caused by the Contractor or Contractor's personnel including subcontractors during the term of this Contract.

SPECIFICATIONS AND REQUIREMENTS (continued)

IV. GENERAL REQUIREMENTS - FAIR

The Start of the Ohio State Fair will be the last Wednesday of July each year and end on Sunday, 12 days later. All services under this Contract for the Ohio State Fair will be part of the August month costs. All pre-fair associated activities will be considered as part of the August month costs.

Attachment 1 (page 11) is a sample list of arrivals and departures scheduled for a typical fair during a previous year. This list is provided to give each Bidder an understanding of the approximate dates and types of animals at the Ohio State Fair. This schedule has changed and is subject to additional changes as organizations change dates or as additional events are booked by the Ohio Expositions Commission Management.

A. The OEC grounds must be free from any overnight accumulations of manure and bedding by 8:00 a.m. each morning. All streets and roadways must be kept clean and clear.

B. Immediately following the close of the Ohio State Fair on Sunday, all manure and bedding on the outside of all livestock buildings must be removed from the grounds. For the clean-up and removal following the Fair, the Horse and Cattle Complex shall receive priority service because of non-fair horse shows scheduled immediately following the Fair. Removal from all other livestock buildings and exhibit areas must be completed as quickly as reasonably possible. The deadline for such removal and the priority of the buildings and areas to be cleaned will be determined by the Ohio State Fair and OEC Management and coordinated with the Contractor.

C. Ohio State Fair Photo I.D. badges will be required for the Contractor and each Contractor employee. The cost for each badge will be $50.00, or the then current cost, paid for by the Contractor. I.D. photos will be taken at the Ohio Expositions Center after June 10, each year. Requests for photo I.D.'s must be requested in writing anytime after June 1st. Direct all requests for photo I.D.'s to the Ohio Exposition Center's Maintenance Director.

Each Contractor or Contractor employee vehicle entering the grounds of the Ohio State Fair will be required to have a sticker. These stickers will entitle the vehicle to enter the grounds, do the work required and depart. Very limited on grounds parking will be available. Vehicle stickers will be $40.00 each, or the then current cost, paid for by the Contractor. Requests for vehicle stickers must be made in writing after June 1st. Direct all requests for vehicle stickers to the Ohio Exposition Center's Maintenance Director.

All requests for photo I.D. badges and vehicle stickers must be received by the Ohio Exposition Center's Maintenance Director no later than two weeks prior to the start of the Ohio State Fair.

Address all requests for photo I.D. badges and vehicle stickers to:

Administrative Building
Ohio Exposition Center and State Fair
717 E. 17th Ave.
Columbus, Ohio 43211-2698

Payment for stickers and badges will be made at the time of pick-up.

V. GENERAL REQUIREMENTS - NON-FAIR

Attachment 2 (page 12) is a sample list of non-fair livestock and/or equine events scheduled at the Ohio Expositions Center during a previous year. This list is provided to give each Bidder an understanding of the approximate dates and types of events scheduled at the Ohio Expositions Center. This schedule has changed and is subject to additional changes as organizations change dates or as additional events are booked by the Ohio Expositions Commission Management.

A. Through the duration of this Contract, it will be the responsibility of the Contractor to keep in contact with the OEC Rental Services Office for a current schedule of livestock and equine events requiring services under this Contract. Changes to this schedule occur on a frequent basis.

B. In addition to livestock and equine events, the Contractor will be responsible for any manure and bedding accumulations from any other OEC events such as the Shrine Circus and Rodeo.

C. After the Contractor is called to remove an accumulation of manure and bedding from the OEC grounds following an event, the accumulation must be removed within twenty-four (24) hours. The only exception to this will be inclement weather restricting the removal, or other specific arrangements having been made with the OEC Management.

SPECIFICATIONS AND REQUIREMENTS (continued)

VI. SPECIAL CONDITIONS FOR THE OCTOBER ALL-AMERICAN QUARTER HORSE CONGRESS (AAQHC)

A. As a condition of their contract negotiations, the AAQHC may petition the Ohio Expositions Commission (OEC) for the right to independently contract, on their own behalf, for the removal of manure and bedding materials generated during the AAQHC annual (October) event.

B. In the event that the OEC grants the AAQHC a petition to independently contract for services:

1. The OEC will provide the Contractor with approximately sixty (60) days advance notice that services under this Contract will not be required for the October AAQHC event.

2. The Contractor may independently bid to the AAQHC to perform the removal and disposal services. Any Contract executed by the AAQHC is separate from any Contract resulting from this bid.

3. In the event that the AAQHC independently contracts with a service provider for the October AAQHC event, the Contractor for this Contract will not be entitled to any compensation under this Contract for the removal and disposal services scheduled for the month of October.

4. In the event that the AAQHC independently contracts with a service provider for the October AAQHC event and the Contractor for this Contract is not awarded the AAQHC Contract and the OEC schedules a non-AAQHC event in October, the Contractor for this Contract is required to provide the removal and disposal services for the non-AAQHC event(s). The Contractor will be compensated 20% of the monthly rate for November as the October monthly rate for that year.

5. In the event that the AAQHC does not independently contract for services, the Contractor must provide the removal and disposal services for all October events including the AAQHC and will be compensated for the month of October under this Contract.

6. In the event that the AAQHC does not hold their annual event at the OEC, the monthly rate for October will be the same as November for that year.

VII. STORAGE OF EQUIPMENT

A. Equipment used by the Contractor may be stored on OEC property at the risk of the Contractor.

B. The storage locations for equipment must be coordinated with OEC Management.

VIII. BEDDING MATERIAL

A. Many livestock events use shavings as bedding material. Other exhibitors will use products such as straw, sawdust, paper products and sod. It will be the responsibility of the Contractor to collect, remove and properly dispose of all types of bedding materials.

B. During the AAQHC event in October, many exhibitors will use alternate bedding materials including, but not limited to, wood shavings, fiberboard etc. Contractors should be aware of special considerations necessary in the disposal of manure and these bedding materials as compared to manure and straw.

IX. ESTIMATED ANNUAL USAGE

The estimated annual amount of manure and bedding to be removed from OEC facilities is 26,000 tons.
The approximate percentage breakdown by month is (Jan..Dec) (2%,2%,5%,7%,6%,3%,1%,30%,4%,28%,10%,2%).

The above numbers were based on recent historical data and may change based on the annual event schedules.

BID PRICE PAGE

NOTE: The quoted cost per month is to include all costs associated with loading, removing, transport, and disposal of all accumulations of manure and livestock bedding, and yard waste from the OEC facilities as specified within this Bid.

OAKS ITEM ID	MONTHLY REMOVAL AND DISPOSAL SERVICES	MONTHLY COST FOR REMOVAL AND DISPOSAL
4043	AUGUST ONLY (INCLUDES, BUT NOT LIMITED TO, ALL OHIO STATE FAIR RELATED ACTIVITIES)	$ /August
9067	OCTOBER ONLY (INCLUDES, BUT NOT LIMITED TO, All AAQHC RELATED ACTIVITIES)	$ /October
9066	REMAINING TEN MONTHS (JANUARY THRU JULY, SEPTEMBER, NOVEMBER, AND DECEMBER)	$ /Month

As a baseline for any future cost increase requests, Bidders must indicate as a percentage of the total cost, what the cost elements are for the removal/disposal services. Sum of percentages must equal one hundred percent.				
Administrative Cost	Labor Cost	Equipment Cost	Transportation Cost	Disposal Cost
%	%	%	%	%

CONTRACTOR DISCLOSURE CERTIFICATION

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.): [For Services Contracts]
Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

_____

b) Principal location of all Subcontractors (Name/City/State/Country)

_____

_____

c) Location where services will be performed (Name/City/State/Country)

_____

_____

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

_____

_____

By the signature affixed to Page 1 of this Bid, hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of Subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter Subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your Bid not responsive.

This completed form should be returned as part of the Bid response. Failure to complete this page may deem your Bid not responsive.

ATTACHMENT 1

OHIO STATE FAIR LIVESTOCK ARRIVAL AND DEPARTURE SCHEDULE * (ALL DATES AND TIMES ARE SUBJECT TO CHANGE) (these dates are from a previous year)				
ARRIVAL – DATE NOT BEFORE	ARRIVAL – TIME NOT BEFORE	BREED	DEPARTURE – DATE NOT BEFORE	DEPARTURE – TIME NOT BEFORE
JULY 20	9:00 AM – 8:00 PM	DAIRY GOATS	JULY 22	AFTER THE SHOW
JULY 26	12 NOON – 7:00 PM	BOER GOATS	JULY 28	AFTER THE SHOW
JULY 26	8:00AM – 4:00PM	LAMAS & ALPACAS	JULY 28	AFTER THE SHOW
JULY 30	8:00AM – 10:00PM	MARKET LAMBS	AUGUST 02	AFTER THE SHOW
JULY 31	12 NOON	BEEF CATTLE	AUGUST 03	AFTER THE SHOW
JULY 31	6:00PM	DAIRY CATTLE	AUGUST 05	AFTER THE SHOW
AUGUST 01	2:00PM – 10:00PM	SWINE	AUGUST 03	AFTER THE SHOW
AUGUST 03	7:00PM	BEEF CATTLE	AUGUST 03	AFTER THE SHOW
AUGUST 03	9:00AM – 10:00PM	SHEEP	AUGUST 03	(SHEARING LAMBS) AFTER THE SHOW
AUGUST 04	12 NOON	BEEF CATTLE	AUGUST 07	AFTER THE SHOW
AUGUST 04	8:00AM – 10:00PM	SWINE	AUGUST 06	AFTER THE SHOW
AUGUST 05	9:00AM	SHEEP	AUGUST 05 AUGUST 07	AFTER THE SHOW AFTER 4:00PM
AUGUST 06	1:00PM	DAIRY CATTLE	AUGUST 12	ALL REMAINING
AUGUST 07	4:00PM	DAIRY CATTLE	AUGUST 12	ALL REMAINING
AUGUST 07	12 NOON – 10:00PM	SWINE/BARROWS	AUGUST 12	ALL REMAINING
AUGUST 07	AFTER MIDNIGHT – TIE OUTS	MARKET BEEF	AUGUST 11	AFTER THE SHOW
AUGUST 08	UINTIL 10:00PM	BEEF CATTLE	AUGUST 12	ALL REMAINING
AUGUST 09	10:00AM	MARKET BEEF	AUGUST 11	AFTER THE SHOW
AUGUST 09	4:00PM	COMMERCIAL CATTLE	AUGUST 11	AFTER THE SHOW
AUGUST 10	ALL DAY	BEEF CATTLE	AUGUST 12	ALL REMAINING
AUGUST 11	7:00AM	BEEF CATTLE	AUGUST 12	ALL REMAINING
AUGUST 11	7:00AM	PROSPECT CALVES	AUGUST 12	ALL REMAINING

OHIO STATE FAIR HORSE SHOW CHANGE OVER SCHEDULE * (ALL DATES & TIMES ARE SUBJECT TO CHANGE) (these dates are from a previous year)	
DATE	FULL OR PARTIAL CLEAN OUT AFTER CHANGE OVER
JULY 22	FULL CLEAN OUT
JULY 29	FULL CLEAN OUT
AUGUST 03	FULL CLEAN OUT
AUGUST 08	PARTIAL CLEAN OUT
AUGUST 09	PARTIAL CLEAN OUT
AUGUST 12	FULL CLEAN OUT

* This schedule is from a previous year. Provided as an example only.

ATTACHMENT 2

OHIO EXPOSITIONS CENTER & STATE FAIR GROUNDS NON-FAIR LIVESTOCK AND EQUINE EVENTS REQUIRING MANURE/BEDDING REMOVAL * (these dates are from a previous year)	
EVENT NAME AND EXPO FACILITIES UTILIZED	Duration
SCARLETT & GRAY MIDWEST SHOWDOWN (COOPER ARENA & GILLIGAN COMPLEX)	JANUARY (2 days)
EASTERN STATES DRAFT HORSE SALE (COOPER ARENA, GILLIGAN COMPLEX)	FEBRUARY (2 days)
LONGHORN WORLD CHAMPIONSHIP RODEO (COLISEUM, GILLIGAN COMPLEX, PADDOCK)	FEBRUARY (2 days)
ADOPT – A – WILD HORSE OR BURRO PROGRAM (COOPER ARENA)	FEBRUARY (3 days)
OHIO BEEF EXPO (COOPER ARENA, GILLIGAN COMPLEX, O'NEILL SWINE BARN, VOINOVICH CENTER	MARCH (3 days)
ALADDIN TEMPLE SHRINE CIRCUS (COLISEUM, PADDOCK)	MARCH (4 days)
SPRING DAIRY EXPO (GILLIGAN COMPLEX, VIADUCT, VOINOVICH CTR.)	APRIL (3 days)
EQUINE AFFAIR (BRICKER, CELESTE, COLISEUM, CONGRESS PAVILION, COOPER ARENA, GILLIGAN COMPLEX, PADDOCK, SHEEP BARN, VOINOVICH CENTER)	APRIL (4 days)
RIVER RIDGE CHARITY HORSE SHOW (COLISEUM, GILLIGAN COMPLEX, PADDOCK)	APRIL (4 days)
ALL AMERICAN YOUTH HORSE SHOW (COLISEUM, COOPER, GILLIGAN, PADDOCK)	MAY (4 days)
OHIO STATE RABBIT BREEDERS SHOW & CONV. (O'NEILL SWINE BARN)	MAY (2 days)
OHIO BUCKEYE SWEEPSTAKES (COLISEUM, COOPER, GILLIGAN, PADDOCK)	MAY (4 days)
OHIO SHEEP IMPROVEMENT ASSOCIATION (SHEEP BARN)	NOVEMBER (1 day)
PARELLI NATURAL HORSEMANSHIP (COLISEUM, GILLIGAN COMPLEX, PADDOCK)	MAY (2 days)
BUCKEYE YEARLING SALE (GILLIGAN COMPLEX)	SEPTEMBER (1 day)
OHIO FEEDER CALF ROUNDUP (O'NEILL SWINE BARN)	SEPTEMBER (2 days)
ALL AMERICAN QUARTER HORSE CONGRESS (ENTIRE FACILITY)	OCTOBER (3+ weeks)
OHIO NATIONAL POULTRY BREEDERS SHOW (VOINOVICH CENTER	NOVEMBER (2 days)
ALPHA GAMMA RHO HOLIDAY CLASSIC CATTLE SHOW (COOPER ARENA, GILLIGAN COMPLEX	DECEMBER (2 days)

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