



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

MANDATORY USE CONTRACT FOR: Refuse Pickup And Disposal Services Statewide Including Recycling, Third Party Administrator (TPA)

CONTRACT NUMBER: CSP909114

EFFECTIVE DATES: 06/12/14 TO 12/31/15
* Renewal through 12/31/18

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP909114 that opened on 03/19/14. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services 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 the State of Ohio, all of its agencies, institutions of higher education and all properly registered Cooperative Purchasing Program members as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

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

www.ohio.gov/procure

* Indicates a mutual 36 month renewal of the Contract effective 01/01/16 through 12/31/18.

MUTUALLY AGREED UPON ELYTUS PROPOSAL REVISIONS

The following changes to the Elytus Proposal were agreed upon through negotiations.

All proposal timelines will start upon Contract award.

The Master Services Agreement (MSA) (next 2 pages) is between the State of Ohio, all of its agencies and registered CO-OPs, Elytus and Elytus' Contracted Haulers.

The State will hold one Contract with Elytus through which all payments under this Contract will be processed.

Payment terms will be Net 10.

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- b. Add: and evidence of current Ohio Workers Compensation insurance.
- c. Receive or secure the following documentation for the Contracted Haulers prior to award: W9, Vendor Information Form, Secretary of State registration, federal debarment, ODOT debarment, Affirmative Action Program verification, unresolved findings and Standard Affirmation and Disclosure form.

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- d. Elytus consolidated invoices, including the Elytus fee, are sent to clients for payment.

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- b. Electronic payments minus the Elytus fee are sent to accepting Contracted Haulers.
- c. Hardcopy payments minus the Elytus fee are sent to accepting Contracted Haulers.

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Elytus agrees not to initially restrict the distribution of the RFP solicitation based on known information about the hauler database. The initial distribution should also include haulers from Border States.

The State reserves the right to request Elytus to perform MBE set-aside solicitations in the future once MBE certified Contractor competition can be identified.

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Invoices to clients will be generated on a monthly basis.

The Elytus fees will be included in the client's single monthly invoice.

Once Elytus receives client payments, they record the payment and pay the Contracted Haulers minus the Elytus fee.

MASTER AGREEMENT FOR WASTE & RECYCLING SERVICES (MSA)

Exhibit A

THIS AGREEMENT is made effective as of the date specified in the corresponding Contract entitled Refuse Pickup And Disposal Services Statewide Including Recycling, Third Party Administrator (TPA) issued under RFP CSP909114 (the "Effective Date") by and between THE STATE OF OHIO, All State of Ohio Agencies, and all organizations participating in the State of Ohio waste program through Cooperative Purchasing Contract ("STATE"), and Elytus LLC, its Contracted Haulers, and Assignees ("ELYTUS"), for Service to be completed at STATE'S locations ("Locations").

1. **SERVICES.** ELYTUS shall provide STATE with non-hazardous waste collection, transportation, disposal and/or recycling services for STATE's waste, refuse and/or recyclable materials. STATE hereby agrees to grant ELYTUS title right to enter upon its property to the extent necessary to perform the afore described services. STATE represents and warrants that it has no existing agreements with other similar parties or entities for the provision of such services, and hereby agrees to hold ELYTUS harmless from any claims; losses or damages resulting from any actions regarding any preexisting contracts.
2. **WASTE MATERIALS.** STATE represents and warrants that the materials placed in the Equipment shall be "Waste Material" as defined herein and shall contain no other substances. The term Waste Material as used in these Terms and Conditions shall mean solid waste generated by STATE excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended or applicable state law. ELYTUS shall acquire title to the Waste Material when it is loaded into ELYTUS's trucks. Title to and liability for any waste excluded above shall remain with STATE and STATE expressly agrees to defend, indemnify and hold harmless ELYTUS from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.
3. **EQUIPMENT.** STATE acknowledges and agrees that any Equipment furnished hereunder by ELYTUS shall remain the property of ELYTUS. The word "Equipment" as listed herein shall mean all containers used for the storage of Waste Material including dumpsters, stationary compaction units, stationary bailing Units, Waste Material loading devices, tanks, tankers, and other equipment furnished by ELYTUS.
 - **STATE Responsibility.** STATE acknowledges that it has care, custody, and control of the Equipment while at the STATE's locations and accepts responsibility for all loss or damage to the Equipment (except for normal wear and tear or for loss or damage resulting from ELYTUS'S handling of the Equipment) and for its contents. STATE agrees not to overload, by weight or volume, move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. STATE agrees to Indemnify, defend and hold harmless ELYTUS against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of STATE's negligent use or operation of the Equipment.
 - **ACCESS.** STATE shall provide unobstructed and reasonable access to the Equipment on the scheduled collection day. If the Equipment is inaccessible so that the regularly scheduled pick up cannot be made, ELYTUS will promptly notify STATE and afford the STATE a reasonable opportunity to provide the required access.
 - **LOCKDOWN.** ELYTUS understands that certain facilities are lockdown facilities and that when accessing equipment at these facilities ELYTUS may be unable to leave the facility for an extended period of time. This situation shall not result in additional cost or recourse to the STATE.
4. **DRIVEWAYS AND PAVEMENT DAMAGE.** STATE warrants that any right of way provided by STATE for ELYTUS'S Equipment location to the most convenient public way is sufficient to bear the weight of all of ELYTUS'S Equipment and vehicles reasonably required to perform the service herein contracted. ELYTUS shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted and STATE assumes all liabilities for damage to pavement or road surface, unless caused by the negligence or misconduct of ELYTUS.
5. ELYTUS acknowledges and agrees that it will adhere to STATE'S schedule and that time is of the essence in the performance of its Service under this Agreement.
6. ELYTUS shall be solely responsible for all methods, techniques, sequences and procedures of the Service. ELYTUS shall be responsible for the safety of tenants, visitors, STATE'S Landlord, and agents and employees of ELYTUS and Contracted Haulers. ELYTUS shall keep the premises and work area clean and free from debris, and shall conduct its Service so as to reduce any inconvenience to STATE.

MASTER AGREEMENT FOR WASTE & RECYCLING SERVICES (MSA)

Exhibit A (continued)

7. ELYTUS shall indemnify, defend and hold STATE and their respective officers, partners, employees and agents harmless from and against all liability, damage, expenses, including reasonable attorneys' fees, claims, demands and actions of any nature whatsoever to the extent proximately caused by the tortious misconduct of, or breach of this agreement by, ELYTUS.
8. No personal liability shall accrue hereunder against any individual, officer, director, representative, employee, trustee, fiduciary, or principal (disclosed or undisclosed) of STATE and ELYTUS.

Contract Additions

This Contract adheres to Ohio Revised Code 125.14 (C) as it pertains to profits received from recycling.

The Contractor may charge a 3% fee for the use of the State's Purchase Card (P-Card) for invoice payments. *

* Indicates that the Contractor may charge a 3% fee for the use of the State's Purchase Card (P-Card) for invoice payments effective on all orders placed on or after 11/15/14.

Cost Summary

Refuse Pickup And Disposal Services Statewide Including Recycling, Third Party Administrator (TPA)
Contract Number: CSP909114
Index Number: GDC138

UNSPSC CATEGORY CODE: 76121500, 76121600

The following table contains the possible items to determine the payment to the Contractor.

Item
Containers
Invoices
Monthly spend
Locations
Flat monthly fee
Pickups

Item selected by the Contractor to determine Contractor fee payments (from above table)	Contractor fee: Percent of monthly spend that will be added to the refuse hauler invoices sent to agencies
Monthly spend	7%

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: CSP909114-1



0000221098
Elytus Ltd.
601 South High Street *
Columbus, OH 43215 *

CONTRACTOR'S CONTACT: Jason Herrera
Manager of Solutions Realization

Telephone: (614)-824-4985 x601
FAX: (614)-824-4985

E-mail address: ohio@elytus.com

0000101061
US BANK NA
800 Nicollet Mall
Minneapolis, MN 55402

BID CONTRACT NO.: CSP909114-2

* Indicates a Contractor address change.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
5	07/18/16	This amendment is issued to indicate a Contractor address change.
4	01/01/16	This amendment is issued to indicate a mutual 36 month renewal of the Contract effective 01/01/16 through 12/31/18. Additionally, the Contractor contact was updated.
3	11/15/14	This amendment is issued to allow the Contractor to charge a 3% fee for the use of the State's Purchase Card (P-Card) for invoice payments, effective with all orders placed on or after 11/15/14; and, to add US Bank NA as a contractor.
2	8/15/14	This amendment is issued to language to the Contract stating that this Contract adheres to ORC 125.14 (C).
1	07/02/14	This amendment is issued to update the contact phone number and, to add the Summary of Amendments page.