



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: CSP902221

EFFECTIVE DATES: 01/01/21 TO 12/31/24

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP902221 that opened on 07/29/20. 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 Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services 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

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MUTALLY AGREED CHANGES

The following changes were agreed upon as a result of negotiations:

- I. P-Card. 3% fee assessed on state of Ohio payment card (P-Card) transactions; this fee may not exceed \$30.00. P-Card purchase limit \$2,500 per transaction.
- II. Renewal. Cumulative renewal not to exceed four (4) years, utilized in two (2) year increments.
- III. Contractor Revenue Share. The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.50% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.
- IV. Work Requirements. The following changes to Work Requirements apply:
 - p.17 REPORTING. "The TPA must have the ability to produce reports quickly..." clarified to "The Contractor must have the ability to produce reports within fourteen (14) business days for agencies and the State. User generated reports will be available on-demand."
 - p.17 SERVICE AUDITS. "The TPA must perform periodic service audits of each location to guarantee service and cost efficiencies. To be performed at least semiannually, upon market change (i.e. new provider, change in practice), or upon user request" revised to "The Contractor must perform periodic service audits of each location to guarantee service and cost efficiencies. To be performed at least annually, upon market change (i.e. new provider, change in practice), or upon user request".
 - p.17 SERVICE AUDITS. "In the event a vendor indicates opportunity for cost savings, the location shall be re-bid" clarified to "In the event a vendor indicates opportunity for cost savings of 10% or more, the location shall be re-bid".
 - p. 17 INVOICE AUDITS. "The TPA will verify the accuracy of all service pricing prior to forwarding invoices to the agencies" revised to "The Contractor will verify the accuracy of all service pricing prior to invoicing to the agencies"
"The TPA will forward a detailed invoice to the agency" revised to "The Contractor will submit a detailed invoice to the agency"
 - p. 18 RECYCLING. "The TPA must continue recycling services at the level currently in place by location" clarified to include, "unless otherwise directed by the agency".
 - p. 18 CONTRACTOR FEE. "The State will require that the TPA pay the refuse haulers and then directly invoice the agencies for services" clarified to "The State will require that the Contractor directly invoice the agencies for services and issue to payment to refuse haulers with seven (7) business days of receipt of funds".
 - p.18 CUSTOMER SERVICE. "The TPA must identify a single point of contact for agencies with fifty (50) or more locations", clarified to include "and key personnel as point of escalation".
"The TPA must include a Service Level Agreement (SLA) for customer service activities" revised to "The Contractor must execute a Service Level Agreement (SLA) for each location. The SLA must include, but is not limited to; equipment, service dates, duration and all associated costs. The State will not be responsible for any costs not identified in the SLA".
 - p. 18 TRANSITION. "The TPA must bid and award all locations during the transition period" revised to "The Contractor must bid and award all locations (not previously awarded in the last six (6) months) during the transition period".
- V. Contract Instructions. Contractor to provide a maximum two (2) page summary of their proposal and capabilities. Appears on pages 4-5 of this contract.

CONTRACT INSTRUCTIONS

Overview

Elytus is a Third-Party Administrator on behalf of the State of Ohio to manage user's refuse pickup, disposal and recycling programs from procurement to payment through WINstream, Elytus' web-based software platform. The intent of this program is to put the administrative burden of managing this program on Elytus. However, it is important to remember that the user has final approval of the following:

1. Equipment in place at the user's facility.
2. Services performed at the user's facility.
3. Haulers utilized to provide the equipment and services at the user's facility.

Services

Elytus will perform the following services:

1. Competitive Bidding
 - a. Assemble a database of the required equipment and services for the user's facility.
 - b. Work with haulers to obtain three (3) quotes wherever possible.
 - c. Negotiate rates utilizing internal data to ensure overall best value for the user's facility.
 - d. Analyze the bid results and provide expertise in making recommendations.
 - e. Present results to the user and work to obtain the user's approval on the services, pricing and hauler(s) utilized.
 - f. Coordinate all aspects of the transition including paperwork, equipment logistics and services established on the user's behalf.
2. Bill Auditing and Consolidated Invoicing
 - a. Receive all bills/invoices for equipment and associated services at the user's facility.
 - b. Audit every line item of every bill for accuracy to the contract and service level agreement.
 - c. File, review and resolve disputes for billing errors with all haulers on the user's behalf.
 - d. Consolidate all audited hauler bills and invoice the user's facility monthly, or more frequently based on the user's preferences.
 - i. Multiple services (waste, recycling, organics etc.) on one invoice regardless of the number of hauler bills.
 - ii. Multiple locations on one invoice regardless of the number of hauler bills.
 - e. Receive funds and pay all haulers on the user's behalf.
 - f. Upload and make available all hauler bills, audit reports and payments for review.
3. Service Audits & Data Reporting
 - a. Conduct service audits utilizing past, present and future data.
 - b. Work to ensure that the equipment and services align with the facility needs.
 - c. Identify opportunities for increased recycling.
 - d. Identify areas for cost and operational efficiency for the facility.
 - e. Provide reports via WINstream to assist the user in managing their waste services.
4. On-Going Service Management
 - a. Available Monday – Sunday from 8.00am – 5.00pm.
 - b. Receive all requests (Service, Problem, Temporary, Maintenance) in WINstream.
 - c. Provide a dedicated point of contact regardless of the request, facility or hauler.
 - d. Work with all haulers to resolve all requests on the user's behalf following up via WINstream.

CONTRACT INSTRUCTIONS (CONTINUED)

Issue Escalation Protocol

Elytus strives for continued operational excellence, but also understands that problems will arise with haulers and proposed solutions. Therefore, Elytus requests that a problem ticket be entered into WINstream and the following escalation protocol be utilized whenever an issue is not handled appropriately.

1. Request is filed in WINstream
 - a. Request is acknowledged within one (1) business day.
 - b. Request is addressed providing a resolution path within two (2) business days.
2. Unsatisfactory Results are Escalated
 - a. Escalated via email to the Solutions Realization Department Manager who has one (1) business day to respond and provide a resolution path forward.
3. Unsatisfactory Results are further Escalated.
 - a. Escalated via email to the Director of Operations who has one (1) business day to review the issue and provide a resolution path forward.
 - b. Director of Operations will include Agency level contacts and/or DAS contacts to review matter and work together as a team to bring to final resolution.

Should a CTV be filed, Elytus will verify against internal records to ensure the matter was escalated in the procedure stated above while also including our findings in the CTV response.

Waste Industry Standard Service Levels

Click [HERE](#) for a link to the Waste Industry's standard service level commitments.

Getting Started

A user of this contract can get started by reaching out to Ohio@elytus.com for access and training in the WINstream platform. Please be prepared to provide the following information:

1. Facility Information
 - a. Agency, Name, Address, City, State and Zip
2. Waste Service Information
 - a. Current Hauler and pricing information
 - b. Current Quantity, Type, Size, Style, Ownership Material and Pickup Frequency of all dumpsters.

Additionally, the users are expected to provide Elytus at least one (1) Agency level contact for assistance in the following areas:

1. Purchase Order Management
2. Invoicing and Payment
3. Service-Related Issues
4. Procurement Decisions

COST SUMMARY

Refuse Pickup and Disposal Services Statewide Including Recycling, Third Party Administrator (TPA)
Contract Number: CSP902221
Index Number: GDC138

UNSPSC CATEGORY CODE: 76120000

Item	Contractor Fee
Monthly Spend	9.5 %

Notes:

All costs in U.S. Dollars.

A maximum of 3 digits to the right of the decimal is allowed. Any additional digits will be ignored.

The State will not be responsible for any costs not identified in Contractor's Sub-Contractor Service Level Agreement
3% fee assessed on P-Card transactions; this fee may exceed \$30.00. P-Card purchase limit \$2,500 per transaction.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: CSP902221-1



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

PAYMENT TERMS: Net 10

CONTRACTOR'S CONTACTS:

General Customer Service:
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