

RESOLUTION AWARDING AND APPROVING CONTRACT WITH PENNOHIO CORPORATION FOR RECYCLING DROP-OFF AND TRANSFER STATION SERVICES, DEPT. OF PLANNING AND DEVELOPMENT

WHEREAS, Proposals were received February 16, 2023 for Recycling Drop-Off and Transfer Station Services, to-wit:

PennOhio Corp. - \$420,000.00 annually, consisting of the following per unit costs:
\$39.50 per container pulled
\$97.50 per ton recycling processing fee
\$398.61 per transfer trailer hauled

WHEREAS, Jake Brand, Director, has presented and recommended the award of the proposal and a contract be approved by the Board with PennOhio Corp. as the most advantageous to the county, to- wit:

Scope: Recycling Drop-off and Transfer Station Services
Parties: PennOhio Corp., 4813 Woodman Ave., Ashtabula, OH 44004
Cost: \$420,000.00 per year
Contract Period: March 15, 2023 through March 15, 2026, with 2 additional years optional; and

THEREFORE, BE IT RESOLVED, By the Board of Solid Waste Directors of Ashtabula County, Ohio that the agreement, as noted above, is approved in accordance with the copy now on file in this office;

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Solid Waste Directors of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-3SW

April 25, 2023

RESOLUTION AWARDING AND APPROVING CONTRACT WITH PENNOHIO CORPORATION FOR RECYCLING DROP-OFF AND TRANSFER STATION SERVICES, DEPT. OF PLANNING AND DEVELOPMENT

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.


VOTE:

Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV

Aye
Aye
Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.


Crystal Sturgill, Clerk of the Board, Acting
Board of County Commissioners
Ashtabula County, Ohio

**Ashtabula County Solid Waste
Management District**

REQUEST FOR PROPOSALS

FOR

**RECYCLING DROP-OFF AND RECYCLING
TRANSFER STATION SERVICES**



Ashtabula

— COUNTY, OHIO —

Where great things happen.

January 2023

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Attachment A	Contractor Information Sheet
Attachment B	Price Quotation Form – Recycling Drop-Off
Attachment C	Price Quotation Form – Recycling Transfer Station
Attachment D	Monthly Report
Attachment E	Contract
Attachment F	Proposal Check List
Attachment G	Locations of Drop-Off Sites and Service Requirements
Attachment H	Location of Recycling Transfer Station and Service Requirements
Attachment I	Property Tax Delinquency Form
Attachment J	Non-Collusion Affidavit
Attachment K	Non-Discrimination Agreement
Attachment L	Representations, Assurances and Certifications

I. INSTRUCTIONS FOR RESPONDING TO THE REQUEST FOR PROPOSALS (“RFP”)

The Ashtabula County Solid Waste Management District (the “District”) requests proposals from any interested party (referred to herein as the “Contractor”) for the provision of recycling drop-off and recycling transfer station services on the forms attached. Contractors may submit proposals on both services or either one independently. All information must be appropriately and permanently filled in. It is the responsibility of the Contractor to submit its response at 25 West Jefferson Street, Jefferson, Ohio 44047, prior to the time scheduled for the opening of responses.

Responses will be received on or before February 16, 2023 by 1 pm.

The proposal must be submitted in two separately sealed envelopes labeled “STATEMENT OF QUALIFICATIONS AND EXPERIENCE” and “PRICE QUOTATION”. For Contractors providing proposals for both services, both envelopes will then be placed into a third envelope labeled “RECYCLING DROP OFF AND RECYCLING TRANSFER STATION SERVICES.” For Contractors only proposing on one service, both envelopes will then be placed into a third envelope labeled “RECYCLING DROP OFF or RECYCLING TRANSFER STATION SERVICES.” The proposal package will be submitted to:

Ashtabula County Board of Commissioners

Attn: Lisa Hawkins, Clerk
25 West Jefferson Street
Jefferson, Ohio 44047
Phone: 440-576-3777
Fax: 440-576-3781

A. Preparation of Responses

Proposals must address all specification requirements in the Statement of Qualifications. The successful Contractor will be required to comply with all requirements of the Contract, regardless of whether the Contractor had actual knowledge of the requirements and regardless of any statement or omissions made by the Contractor which might indicate a contrary intention. All price quotations submitted in response to the RFP must be provided on the attached price quotation forms (Attachments B and C). All blank spaces on the price quotation forms must be completed in full, with ink or typewritten.

The District may consider informal any response not prepared and submitted in accordance with the provisions hereof, and may waive any informality or reject any or all bids. Any proposal may be withdrawn prior to the opening of the responses. Any proposal received after time and date set for the opening as determined by the District shall not be considered.

The Contractor must respond to all specifications and requirements contained in this document in the Contractor's STATEMENT OF QUALIFICATIONS AND EXPERIENCE package.

B. Description of Services

The services under the Contract shall consist of the items contained in the Contract Documents (including the Scope of Services in Section III) and reasonably implicit therein, including all incidentals necessary to fully complete said work in accordance with the Contract Documents. The objectives of the Contract shall be to offer the residents of the District the following:

- ✓ Quality recycling services;
- ✓ Timely, clean, and efficient pick-up;
- ✓ Competitive prices;
- ✓ Compliance with the Ohio Revised Code (ORC) 3734 and the District's Solid Waste Management Plan as approved by Ohio EPA;
- ✓ Accurate and timely reporting of tonnage recycled; and
- ✓ Accountable and reliable services.

The Contractor will provide the following services:

Recycling Drop-Off Services

- ✓ Collection and hauling of Recyclable Materials from District recycling drop-off sites (Contractor owned Containers) per prescribed collection frequency Monday through Friday. Recyclable materials collected from the drop-off locations must be delivered to the identified material recovery facility listed by the Contractor or to the Ashtabula County Solid Waste Management District's Recycling Transfer Station.

Recycling Transfer Station Services

- ✓ Transportation of Recyclable Materials from the District recycling transfer station to a material recovery facility. The District (or it's Agent) will prepare a District owned 96 cubic yard compacted trailer of single stream recyclables. The Contractor will haul or make arrangements to haul the District owned transfer trailer to the material recovery facility listed in the Contractor's proposal. The Contractor must ensure that the transportation equipment used to haul the District's transfer trailer has a wet connection in order to operate the hydraulic push out function of the trailer when off-loading the contents.
- ✓ Processing of Recyclable Materials transported to the material recovery facility.

Both Services

- ✓ Reporting to District on totals collected and recycled for the recycling drop-off program.
- ✓ Reporting to District on totals transported and recycled from the recycling transfer station.
- ✓ Removal of all Recyclable Materials from location including any other materials around the Containers or that fell off of the Containers during collection activities for the recycling drop-off program. Failure to do so will result in a \$100 assessment by the District to the Contractor for each occurrence.
- ✓ Proper placement of recycling Containers at the drop-off sites and the recycling transfer station in their original positions.

C. Conditions

Each Contractor shall become familiar with the conditions relating to the scope of services and restrictions regarding the execution of the Scope of Work in the Contract. All proposing parties shall thoroughly examine and be familiar with the specifications.

The Contractor shall make its own determination as to the conditions that exist throughout the District, and shall complete the Scope of Work in and under conditions they actually encounter without extra cost to the District.

The Contractor's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, District Rules, and the rules and regulations of all authorities having jurisdiction over the work to be performed, shall apply to the Contract throughout, and are incorporated into the Contract as if fully written therein. In performing the Scope of Work, Contractor shall comply with the District's solid waste management plan approved by Ohio EPA. The District does not assume any responsibility or liability resulting from the Contractor's failure to be acquainted with the amount or nature of the work required to complete the Contract in conformity with all requirements of the Contract.

D. Name, Address, and Legal Status of Proposing Parties

Contractor's proposal must be properly signed in ink and the address of the proposing party given. The legal status of the proposing party, whether corporate, joint partnership, or individual, shall also be stated in the response (Attachment A).

Responses by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign the proposal), and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be provided. Each corporate Contractor must also submit evidence of good standing in the Contractor's state of incorporation and that the Contractor is qualified to conduct business in the State of Ohio, or that the Contractor will take all necessary steps to qualify to conduct business in the State of Ohio if the corporation is awarded the Contract. Failure to submit evidence of qualification to conduct business within the State of Ohio within fourteen (14) days after issuance of the Notice of Award shall terminate the award.

Proposals by a partnership or an individual will be required to state in the proposal the names of all persons interested therein. Proper evidence of the authority of the partner who signs the proposal must accompany the submission. The official address of the partnership must be shown below the signature. The place of residence of an individual Contractor, or the office address, with county and state and telephone number, must be given after his signature.

If the proposing party is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the proposal.

Anyone signing a proposal as an agent of another or others must submit with the proposal legal evidence of his or her authority to do so.

E. Information Required to be Submitted in the Statement of Qualifications and Experience

The Contractor will be required to provide all of the following information in the Statement of Qualifications and Experience portion of the submitted proposal:

- ✓ An itemized list of the Contractor's or subcontractor's equipment available for use on the Contract. This list will be provided upon award and initiation of the contract.
- ✓ A copy of the Contractor's latest available financial statement (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a highly-experienced and reputable firm of independent certified public accountants.
- ✓ Evidence the Contractor is in good standing in the State of Ohio, and in the case of corporation, organized under the laws of any other state, evidence the Contractor is licensed to do business in the State of Ohio or a sworn statement that will take all necessary action to become so licensed if its proposal is accepted.
- ✓ Evidence in form and substance satisfactory to the District that the Contractor and its principals have at least 3 years' experience in the collection and processing of Recyclable Materials. This evidence and demonstration will be presented for at least three City/Village/Township/Solid Waste Districts that the Contractor is currently under Contract.
- ✓ The Contractor must submit at least three references as a part of demonstrating compliance with this section. The reference information must contain the contact, phone, address, City/Village/Township/Solid Waste District, type of program/services provided, number of routes, number of recycling drop-off centers serviced each month, number of recycling transfer stations serviced each month and any other pertinent information that demonstrates the necessary experience to perform satisfactorily under this Contract.

- ✓ Evidence in form and substance satisfactory to District that the Contractor has the capacity to accommodate the additional anticipated volume for a minimum of five (5) years at the Material Recovery Facility (MRF) indicated in the proposal.
- ✓ In the event the District shall require additional certified supporting data regarding the qualifications of the bidder, in order to determine whether the Contractor is qualified, the Contractor may be required to furnish any or all of the following information:
 - Evidence the Contractor, is capable of commencing performance as required in the Contract Documents.
 - Evidence in form and substance, satisfactory to the District, the Contractor possesses sufficient experience in managerial and financial capabilities to perform all phases of the work called for in the Contract Documents.
 - Such additional information as will satisfy the District that the Contractor is adequately prepared to fulfill the Contract.
 - The Contractor may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience qualifications of a parent organization and subsidiaries of the parent.
- ✓ Submission of unit prices for all requested price sections on the price quotation form.
- ✓ Submission of all required information, certifications, and form as required by the specification contained therein.

The District may conduct any investigation deemed necessary to assist in the evaluation of any proposal and to establish the qualifications and financial ability of any Contractor to perform the obligations of the Contract.

F. Information Required to be Submitted in the Price Quotation

Proposals must include price quotations on: (A) the base amount; and (B) all options, in order to be deemed responsive.

G. Disqualification of Proposals

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of the proposal:

- ✓ Evidence of collusion among Contractors.

- ✓ Lack of competency as revealed by financial statements, experience or equipment statements as submitted or other factors.
- ✓ Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- ✓ Default on any previous municipal contract for failure to perform.
- ✓ Non-responsive proposal.
- ✓ Price quotation considerably and inexplicably lower than the median of other quotations received.

H. Term of Contract

Proposals for both services or each service independently must be submitted on the basis of a three (3) year Contract with two (2) one (1) year options. The District reserves the exclusive right to accept or reject one (1) or both option years after the three (3) year Contract expires.

I. Basis for Award

Ohio law does not require the District to perform a competitive bidding or selection process to award the Recycling Drop-off and/or Recycling Transfer Station Services Contract. This RFP process is being conducted solely for the convenience of the District and the general benefit of the District's residents and businesses. The District shall award the Contract for either service to the party(s) whose proposals are determined to be the most advantageous to the District by the District's Board of Directors (the "Board"), in the exercise of the Board's sole and absolute discretion. In determining which proposal is most advantageous to the District, the Board may consider any and all relevant criteria, regardless of whether one or more such criteria are specified in this RFP. The criteria that may be considered by the Board in determining which proposal is most advantageous for the District included, but are not limited to, the following:

- a. The price quotation submitted by the Contractor;
- b. The Contractor's equipment available for use in performing the obligations of the Contract;
- c. The Contractor's financial strength and stability;
- d. Standing to conduct business in the State of Ohio;
- e. Experience in the collection of residential Recyclable Materials;
- f. Business references pertaining to the provision of residential Recyclable Materials collection services for cities, villages, and townships and solid waste districts;
- g. Evidence of the Contractor's ability, as well as the ability of the Material Recovery Facility specified by Contractor in the proposal, to handle the anticipated volume of residential Recyclable Materials indicated by the District in the RFP;

- h. The Contractor's past performance and/or service reputation and service capability;
- i. Quality of the Contractor's staff or services;
- j. Residents' and other customers' satisfaction with the Contractor's services;
- k. The extent to which the Contractor's staff or services meet the District's needs;
- l. Contractor's past relationship with the District;
- m. Total long term cost to the District; and
- n. Any other relevant criteria listed elsewhere in this RFP or that the District may become aware of through any other source.

The Board reserves the right to reject any and all proposals, to waive any irregularities or informalities, and to negotiate final terms and conditions of the Contract, including but not limited to, the Contract price with the Contractor that is selected by the Board to receive the Contract.

The Contractor must maintain its proposal and price quotations for forty-five (45) days following the date that the RFP is due. The effective date of service will be March 15, 2023.

II. GENERAL INFORMATION

A. Location

Recycling Drop-Off Centers

Refer to Attachment G, which includes the locations for each Recycling Drop-Off Center along with the number of containers and service frequency for each center.

Recycling Transfer Station

The recycling transfer station is located at the City of Ashtabula's Sanitation Department, specifically:

City of Ashtabula
501 W. 24th Street
Ashtabula, Ohio 44004
Phone: (440) 993-8101
E-mail: sanitation@cityofashtabula.com

The recycling transfer station will be available for the collected materials from the recycling drop-off program if the Contractor so chooses but is not necessary if the Contractor desires to haul the collected recyclable materials to a material recovery facility directly.

Attachment H contains the service frequency requirements for the recycling transfer station.

B. Hours of Operation

Recycling Drop-Off Centers

Each drop-off location may have different hours of operation where residents and businesses may deliver acceptable Recyclable Materials. Regardless of when the sites are open to the public, the District has established a frequency of collection for each drop-off site as depicted Attachment G.

The Contractor will be responsible for the following drop-off area housekeeping:

- ✓ Removal of all recyclables from location including those materials around the containers or that fall off of the containers during collection activities; failure to do so will result in a \$100 assessment to the Contractor for each occurrence.
- ✓ Proper placement of recycling containers in their original positions.
- ✓ Notifying the District of any unusual circumstances.

If the District determines that Contractor's failure to remove materials from a drop-off location warrants a \$100 assessment, the District shall notify Contractor of the assessment and the reasons therefor, and may impose the assessment by invoicing the Contractor or as an offset against the District's payments to the Contractor.

Recycling Transfer Station

Monday – Friday 7:00 a.m. to 2:30 p.m.

Saturday – 9:00 a.m. to 12:30 p.m.

C. Recyclable Material Tonnage and Frequency of Collection/Transportation

Recycling Drop-Off Centers

The District estimates the number of Recycling Drop-Off locations, as hereinafter defined, are currently hosted at 19 separate sites. This number may change as the District adjusts to market conditions in an effort to meet its OEPA adopted SWM plan and approved budget, while offering excellent service to residents.

Contractors proposing on the recycling drop-off program must provide a price for the 19 initial sites listed in this RFP and a price for additional sites. Any estimated number is to be considered approximate and is to be used only for the comparison of responses for purposes of award of a Contract and to determine the maximum quantity of recycling drop-off locations to be served without a change order. The Contractor agrees the District

may increase, decrease, or delete the estimated numbers of recycling drop-off locations to be serviced after execution of a Contract.

Unit price computations for recycling drop-off centers shall be based upon the following historical and projected tons of recyclables:

Historical Recycling Drop-Off Tonnage

- 2008 – 1,405.80 tons from 15 sites
- 2009 – 1,230.76 tons from 15 sites
- 2010 – 1,339.48 tons from 15 sites
- 2011 – 1,410.95 tons from 15 sites
- 2012 – 1,376.93 tons from 13 sites
- 2013 – 1,499.76 tons from 13 sites
- From 2014 – 2016 to date, the District's drop-off program was suspended
- 2018 (September to December 31) – 234 tons
- 2019 – 1,121 tons (mixed with Ashtabula City curbside Ward 1/2)
- 2020 – 847 tons (mixed with Ashtabula City curbside Ward 1/2)
- 2021 – 1008 tons (mixed with Ashtabula City curbside Ward 1/2)
- 2022 – 802 tons - Jan. – Nov. (mixed with Ashtabula City curbside Ward 1/2)

Projected Transfer Station Recycling Tonnage

- City of Ashtabula Curbside Program
- Recycling drop off tonnage will vary depending if the Contractor utilizes the transfer station.
- Total between 800-1200 tons annually

The District makes no guarantees of recyclable tonnages for the recycling drop-off program or recycling transfer station operation.

D. Holidays

The following shall be holidays for purposes of the Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Contractor will observe all of the above-mentioned holidays by suspension of collection service on the holiday, but in no way does this relieve the Contractor of their obligation to provide collection service per the prescribed frequency list in this document.

The Contractor should also have a plan for the period after the Christmas holidays to address the large increase in Recyclable Materials during this period. Please provide a

plan for how to handle this increase at the holidays so there is not an increase of open dumping around the Containers.

E. Office

The Contractor shall maintain an office or such other facilities for the purposes of periodic communication. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:00 p.m. on regular collection days.

F. Material Recovery Facility

All Recyclable Materials collected and transported by Contractor shall be delivered to a Materials Recovery Facility unless first delivered to the recycling transfer station. The Contractor must identify on the Price Quotation Form the Material Recovery Facility to which the Contractor will deliver all Recyclable Materials collected and transported under this Contract for processing from either the recycling drop-off services or the recycling transfer station services. If the location of the Materials Recovery Facility will change during the term of the Contract, the Contractor must so indicate on the Price Quotation Form. The Contractor will state the period of time the specified Material Recovery Facility will be used and guarantee same to the District.

The cost for processing shall be included as part of the monthly price or pull price specified on the Price Quotation Form for the recycling drop-off program if the Contractor is not using the recycling transfer station. If the Contractor utilizes the recycling transfer station then the cost of processing will be covered by the recycling transfer station contract.

G. Hauling

All Recyclable Materials hauled by the Contractor shall be so contained, tied or closed, that leaking, spilling or blowing are prevented.

H. Collection and Hauling Equipment

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles shall be kept in good repair, appearance, and in sanitary condition at all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of the Contractor.

I. Damage to Containers

Damages to the containers including, but not limited to, dents, punctures, and bent structural members during the placement, removal, transportation and/or unloading of containers must be repaired at the Contractor's expense within 30 days of occurrence. If the Service Provider fails to repair the damage within the 30 day period, the District may repair the damage and bill the Contractor for the actual cost of repairs or offset the District's cost of such repairs from any amounts the District may owe to the Contractor.

J. Additional Service

The Contractor will respond to additional calls for pulls outside of the regularly scheduled frequency developed in Attachment G for the recycling drop-off centers or Attachment H for the recycling transfer station. Additional billing will be based on the price listed in Attachment B.

K. Complaints

All complaints shall be made directly to the District and will be relayed back to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the District and Contractor shall investigate and if such allegations are verified, shall arrange for the collection of Recyclable Materials not collected within 24 hours after the complaint is received.

III. SCOPE OF SERVICES

A. Service Provided

The services requested by the District will consist of the Contractor collecting, hauling and processing Recyclable Materials from District provided stationary Commingled Recyclable Materials drop-off centers located in Ashtabula County and from the Recycling Transfer Station located at the City of Ashtabula Service Complex. The recycling drop-offs and recycling transfer station will accept the following materials as a single stream:

- ✓ Plastic (#1 and #2) Containers in Bottle Form
- ✓ Glass Beverage Containers and Food Containers
- ✓ Aluminum, Bi-Metal, Ferrous and Non-Ferrous Beverage Containers and Food Containers
- ✓ Newspaper, Mixed Paper, Cardboard, Paper Board, Junk Mail, Office Paper, Magazines, Phone Books

The services discussed above are summarized in detail below:

Recycling Drop-Off Centers

The following section defines the pricing for the recycling drop-off services. The Contractor must provide costs for all Options and may be deemed non-responsive if any of the following Options are left blank on the price quotation form (Attachment B).

- Option 1** Contractor will collect all acceptable Recyclable Materials from the District provided drop-off sites as a Single Stream for the specified frequency of collection in Attachment G. All District-provided recycling drop-off sites will have Contractor-owned recycling Containers that will be maintained by the Contractor. At the end of the contract, the containers shall remain the property of the Contractor.

The Contractor provided drop-off containers shall meet the following specifications:

- 8 Cubic Yard Front Slanted Containers with Lids
- Floor of 7 gauge steel and sides of 12 gauge steel
- Primed with a rust-proofing formula to a min. of 2.3 mils DFT, finishing coat (dark green) to a min. of 2 mils DFT (total DFT of 4.3 mils min.), coverage for all interior and exterior surfaces
- Asphalt undercoating on exterior and interior floor, on interior sides from floor to 6" above floor, and on all interior seams
- 4 drain holes (one in each corner of floor)
- 5 digit serial number stamped and/or welded onto exterior rear facing side
- Primed and painted: Pantone Color #295
- Left and Right Side Opening (27" x 27") with sliding cover/door

Drop-off containers will be placed by the Contractor per the prescribed quantity and locations provided by the District. Each Container will have District designed graphics furnished by the District and installed on the front of the Containers by the Contractor prior to placement at the designated drop-off locations.

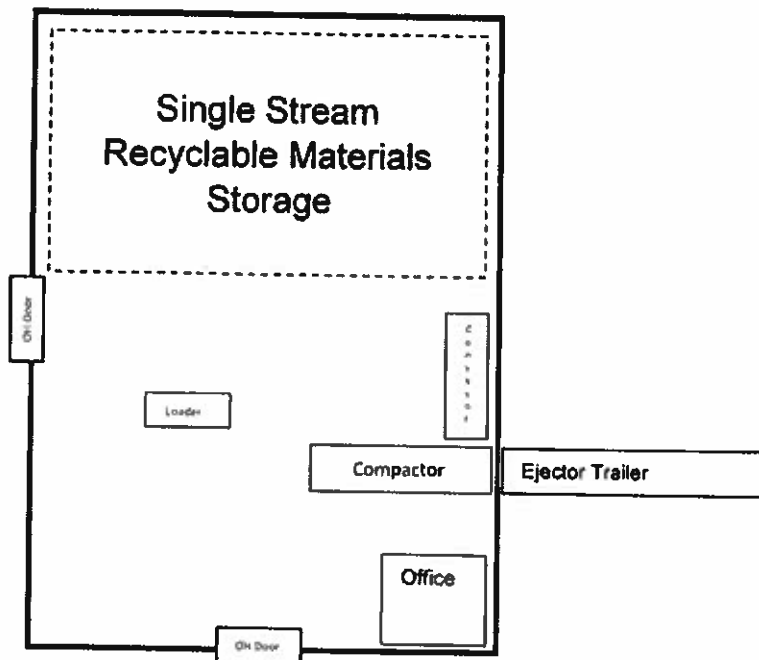
The Contractor will provide the required services and associated pulls during reasonable hours (5:00 a.m. – 9:00 p.m.). The Contractor will ensure that the containers are evenly spaced with at least 3 feet of distance between containers for side door access after emptying and that the lids are closed.

The Contractor will be required to transport the collected single stream recyclables from the drop-off locations to the designated material recovery facility or recycling transfer station each day of collection.

Contractor is responsible for providing front load packer collection and recycling services and charges shall be based on a monthly service to collect and process all Recyclable Materials based on the frequency of collection specified in this document (Attachment G). If the Contractor intends to use the recycling transfer station, then the monthly service shall only include the cost of collection and equipment.

Recycling Transfer Station

The following site layout depicts the overall operation of the recycling transfer station:



The operation of the recycling transfer station will begin simultaneously with the start of the recycling drop-off services. The recycling transfer stations volumes will grow as the City of Ashtabula increases the roll-out of their new curbside recycling program. Additional volume may also be realized from local haulers and community programs.

The following section defines the pricing for the recycling transfer station services. The Contractor must provide costs for all Options for the required services and may be deemed non-responsive if any of the following options are left blank on the price quotation form (Attachment C).

Both options in Attachment C contains 3 revenue sharing plans each. The revenue share plans are provided to allow the opportunity for the Contractor to share a portion of the revenue from the sale of the Recyclable Materials collected and processed under this Contract.

Option 1 Contractor will transport and process all acceptable Recyclable Materials from the District's recycling transfer station as a Single Stream for the specified frequency of transfer station shipments in Attachment H.

The Contractor will provide the following services:

- ✓ Hauling of Recyclable Materials from the District recycling transfer station per the prescribed hauling frequency Monday through Friday.
- ✓ Providing a power unit with a 3 line wet line hydraulic pump system to operate the District's 96 cubic yard ejector/push out transfer trailer.
- ✓ Disconnecting the District owned 96 cubic yard ejector/push out transfer trailer from the compactor unit.
- ✓ Transport District owned 96 cubic yard ejector/push out transfer trailer to the designated material recovery facility selected by the Contractor.
- ✓ Processing of Recyclable Materials hauled by Contractor.
- ✓ Weighing and record each load of recyclables hauled from recycling transfer station.
- ✓ Returning the empty 96 cubic yard ejector/push out transfer trailer to the District's recycling transfer station the same day of pick-up. Special circumstances for next day delivery of the empty 96 cubic yard ejector/push out transfer trailer may be made upon approval from the District in advance.
- ✓ Reconnecting the District owned 96 cubic yard ejector/push out transfer trailer to the compactor unit.
- ✓ Reporting to District on totals hauled and recycled by load on a monthly basis. Reports will be generated electronically in Microsoft Excel and emailed to the District.
- ✓ Any additional recycling services or other benefits for the District that are offered in the Contractor's proposal and accepted by the District in its Contract award.

The District will provide the following:

- ✓ Loading of District owned 96 cubic yard ejector/push out transfer trailer. The District will utilize a compactor to maximize the volume of single stream recyclable materials contained on the transfer trailer.
- ✓ Loading and compaction equipment.
- ✓ The recycling transfer station building, driveway, land and associated infrastructure including loading dock for transfer trailer.

- ✓ **The District and the City of Ashtabula will be responsible for the security of the recycling transfer station, maintenance and insurance and acceptance of recyclable materials. The District anticipates that a zero tip fee will be offered to Ashtabula County residents and businesses.**

IV. CONTRACT ITEMS

A. Definitions

Commingled Refers to Recyclable Materials collected curbside in which materials are not separated by category or classification.

Container The term for the 8 cubic yard front load containers for recycling drop-off centers and transfer trailer or compactor box for recycling transfer station that will be serviced or "pulled" per the Contract Documents.

Contract Documents The Request For Proposals, Instructions For Responding To The Request For Proposals, Contractor's proposal (Statement of Qualifications and Experience and Price Quotation), general specifications, the Contract, performance bond, non-collusion affidavit, personal property affidavit and any addenda or changes to the foregoing documents agreed to by the District and the Contractor.

Contractor The person, corporation or partnership submitting a response to this Request For Proposals and, if awarded the Contract, performing recycling collection and processing under a Contract with the District.

Dual Stream Where all acceptable Recyclable Materials are separated into two categories (fiber and commingled containers) within the District-provided recycling containers.

Full Time Recycling Drop Off Recycling drop-off center open at least 40 hours per week.

Material Recovery Facility Means either of the following: (a) A facility that accepts mixed residential MSW for the purposes of separating Recyclable Materials prior to land disposal, and has an overall recovery rate of 15%; or (b) A facility that accepts only source-separated residential Recyclable Materials for the purposes of further separation and preparation for the commodity markets, and complies with the definition of "legitimate recycling facility" set forth in Ohio Administrative Code Rule 3745-27-01(L)(2).

MSW Shall have the same meaning as the definition of "solid waste" set forth in Section 3734.01(E) of the Ohio Revised Code.

**Part Time
Recycling Drop
Off**

Recycling drop-off center open less than 40 hours per week but is open to the public at a minimum of at least one day per month during regularly scheduled times.

Pull – Drop-Off

The service or emptying of a single container at a single site on a single occasion. Example: A site with 4 Containers serviced at a frequency of twice per week would have eight (8) “pulls” per week.

**Pull – Recycling
Transfer Station**

The service of transporting a single load (transfer trailer, compactor box, roll-off container) from the recycling transfer station to a material recovery facility. This could also include a switch out of a full container with an empty container or a live loading of a container.

Rural Area

Any municipality or township less than 5,000 in population.

**Recyclable
Materials**

All glass beverage bottles and food jars. Corrugated cardboard, magazines, newspaper, and office paper. Plastic milk containers and plastic bottles and containers that have the numbers 1 and 2 stamped on them. Aluminum, bi-metal and steel cans. Plastic containers used for motor oil, antifreeze, pesticides, or herbicides are excluded.

**Recycling Transfer
Station**

Means a facility that accepts source separated recyclable materials from residential and business generators which then transports the recyclable materials to a material recovery facility that complies with the definition of “legitimate recycling facility” set forth in Ohio Administrative Code Rule 3745-27-01(L)(2) for the purposes of further separation and preparation for the commodity markets.

**Regular Collection
Days**

The day or days that a particular site is scheduled for service. These days are specified on the final page of Attachment F.

Scope of Work

The work under the Contract shall consist of the items contained in the Contract Documents and reasonably implicit therein, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

Single Stream Where all acceptable recyclable materials are mixed together in a single stream within the District provided recycling container.

Urban Area Any municipality or township equal to or greater than 5,000 in population.

B. Compliance with Laws

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

C. Effective Date

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on:

March 15, 2023 for Recycling Drop-Off Services

March 15, 2023 for Recycling Transfer Station

D. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

E. Indemnification

The Contractor will indemnify, save harmless, and exempt the District, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, or employees; provided any that the Contractor shall not be liable for any suits, damages, cost, expenses and attorney fees arising out of willful or negligent act or omission of the, the District, its officers, agents servants, and employees.

F. Environmental Indemnification

The Contractor shall save, indemnify, and hold the District, its board of directors, employees and agents (collectively the District indemnitees) harmless from any and all liabilities, claims, demands, causes of action penalties, judgments forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto (including but not limited to reasonable attorneys' fees), which any District indemnitee may hereafter incur, become responsible for, or pay out for, resulting from any contamination of or adverse effects on the environment, or any violation of governmental

laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the collection, transportation, handling or processing of recyclable materials or the operation of a materials recovery facility. Any District indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle such claim without the approval of the Contractor. This paragraph shall survive expiration or termination of the Contract.

G. Insurance

For the purpose of the Contract, the Contractor shall carry. The following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Bodily injury Liability except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each aggregate
Automobile Bodily Injury Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$500,000 each aggregate
	\$1,000,000 each person
	\$1,000,000 each occurrence
	\$5,000,000 each occurrence

H. Bond/Affidavit

Performance Bond

- a. Within ten (10) days after receiving the Notice of Award, the Contractor will be required to furnish a payment and performance bond meeting the requirements of Section 153.54 of the Ohio Revised Code with a corporate surety satisfactory to the District as security for the performance of this Contract. This bond must be in the amount of \$75,000.
- b. Premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- c. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Ohio.

I. Power of Attorney

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

J. Basis and Method of Payment

The Contractor will invoice the District on a monthly basis for collecting Recyclable Materials at all drop-off sites for the month per the quoted rates. Payment will be made upon satisfaction of all requirements of this Contract. In addition, for the recycling transfer station services or all Alternate services provided, the Contractor shall invoice the District per the quoted prices.

K. Transferability of Contract

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without consent of the District, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contract.

L. Subcontracting

The District prohibits the use of subcontractors for the removal of Recyclable Materials from the drop-off locations without prior written request. The Contractor may request exception to this section when it becomes necessary to complete collection of Recyclable Materials from the drop-off sites due to unusual circumstances. The District will permit the use of subcontractors for the transportation of Recyclable Materials from the Recycling Transfer Station. All potential subcontractors must be listed in the Contractor's proposal.

M. Ownership

Title to commingled Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the District's premises, whichever last occurs.

N. Notification

The Contractor shall notify the District in writing immediately for any of the following items:

- ✓ Notice of violation at the designated MRF(s) chosen to comply with this Contract;
- ✓ Notice of violation against the Contractor and or its subcontractors;
- ✓ Service disruption in any form for recycling pick-up and or recycling processing;
- ✓ Schedule changes in pulls or days of collections;
- ✓ Labor contract expirations/strikes that will affect the service of this Contract; and
- ✓ Contractor's non-performance with any part of this Contract.

The Contractor shall give 120 days' notice in writing to the District for any of the following items:

- ✓ Contractor's intent not to fulfill this Contract in its entirety

O. Reporting

The Contractor shall provide monthly reports for all Recyclable Materials tons collected. The reports shall accompany the monthly service invoices to the District. The following criteria must be followed:

- ✓ The Contractor shall be responsible for the cost inherent in documenting and reporting all Recyclable Material pickups by number and frequency within the District and shall report such results to the District on a monthly basis.
- ✓ The Contractor is to provide monthly reports to the District listing tonnage of Recyclable Materials removed from its waste stream per the attached report. This information shall be in sufficient detail as to enable the District to determine compliance with Ohio EPA solid waste volume reduction guidelines. Certification of recycled tonnage is the responsibility of the Contractor.
- ✓ The Contractor will provide the District with a routing schedule when signing the Contract, which outlines the frequency and routing of pickups, so the District can address any concerns raised by the pickup locations. The Contractor will provide a new routing schedule anytime significant changes are made to the schedule.

P. Performance

The work shall be accomplished in such a manner so as not to create any nuisance. If at any time the Contractor fails to maintain the regular collection day (as detailed in Attachment G or H), the Contractor shall notify the District as to the reason and the anticipated length of such delay. If at any time, the Contractor fails to maintain the regular collection schedule for a period of one (1) day, the District may, at its sole discretion, provide for the collection of such Recyclable Materials as it may determine. The Contractor shall reimburse the District for the cost of such collection upon demand. The Contractor shall, upon request from the District, immediately resolve any and all complaints. In the event of a difference of opinion as to the validity of any complaint, the determination of the District shall be final.

If the Contractor fails to perform any material terms, conditions or provisions of the Contract, the District shall provide notice to the Contractor describing such failure and giving the Contractor ten (10) days to cure the failure and provide the District with written confirmation of the Contractor's cure and actions taken by the Contractor to prevent a recurrence of such failure. If the Contractor fails to cure within ten (10) days, then the District reserves the right to terminate the Contract, and hold the Contractor and its surety liable for any and all damages that the District may suffer by virtue of the termination of said Contract.

The Contractor shall, before submitting a proposal, be familiar with present practices of residential/business Recyclable Materials collection and recycling in the District. It is the express purpose of the District not to have any of the current recycling collection practices diminished as a result of the District's Contract. The present recycling collection practices generally observed at this time can be expected to be the same as those to be observed throughout the term. Spills, during the haul, are detrimental to the public health and therefore will not be permitted or tolerated.

Q. Performance Assurance

The Contractor shall immediately report to the District any notice or order from any government agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon the receipt of such report or upon the District's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the District shall have the right to demand adequate assurance from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor shall, within ten (10) days of such demand, submit to the District a written response to the demand. In the event the District does not agree that the Contractor's response provides adequate assurance of future performance to the District and its residents, the District may in the exercise of its sole discretion seek substitute or additional sources for the provision of recycling drop-off services provided by the Contractor, declare the Contractor is in default of its obligations under the Contract, or take such other action the District deems necessary to assure the recycling drop off services to be provided herein are available to the District and its residents.

R. Court and Law

The Ashtabula County Court of Common Pleas shall be the exclusive jurisdiction for any action of proceedings concerning any agreement or performance under the Contract Documents or in connection with the Contract. In any such action or proceeding the Contract Documents shall be construed in accordance with the laws of the State of Ohio which shall be govern to the exclusion of the law of any other forum.

S. Fuel Adjustments

The Contractor may apply a flat per lift fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over the established base price during the term of this contract. The established base price of diesel fuel at the time of RFP posting is \$ 4.42 per U.S. gallon. This was the price of diesel fuel the week the RFP was posted as reported by the U.S. Department of Energy, Energy Information Administration (EIA) Midwest On-Highway Retail Diesel Price.

To determine if a fuel adjustment is warranted, the Contractor and the District will use the price index published on the US Department of Energy website www.eia.doe.gov. The

price to be used is determined by the weekly on Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA"). This information can be obtained through EIA's Motor Fuels Price Hotline (202-586-6966), or from EIA's web page, at: <http://www.eia.gov/petroleum/gasdiesel/>.

Example Calculation:

Assumptions – Recycling Drop-Off Services

- ✓ Established base price for diesel fuel starting January 4, 2023 is \$4.42 per gallon
- ✓ Monthly lifts = 100
- ✓ Contractor flat fee per lift = \$1.75
- ✓ Diesel average reaches \$4.43 or above
- ✓ Additional monthly charge able to be applied to invoice = \$175

**ATTACHMENT A
CONTRACTOR INFORMATION SHEET**

Local Service Center/Office Information:

Name of Company: The PennOhio Corporation
Local Address: 4813 Woodman Ave
Ashtabula, OH 44004
Contact Person: Russ Nank Title: Sales
Phone: 440-645-8313 Fax: 440-992-9462
E-Mail: Rnank@pennohiowaste.com

Corporate/Headquarters Information:

Address: The PennOhio Corporation
4813 Woodman Ave, Ashtabula, OH 44004
Phone: 440-992-7906 Fax: 440-992-9462
President: Chris Gerard
Controller: Lori Gerard

Business Type: Corporation: x Limited Liability Company:
Joint Venture: Other:
Publicly Held Company: Privately Held Company:
Partnership: List all Partners/Individuals with >10%
Interest: _____

If awarded this Contract, is the local office or corporate headquarters responsible and liable for the Contract? Corporate

Signed by Corporate Officer or Designee: _____

Karl D. V.P.

Date: 02/15/2023

**ATTACHMENT D
EXAMPLE MONTHLY REPORT**

Name of Company: The PennOhio Corporation
 Address: 4813 Woodman Ave
Ashtabula, OH 44004
 Contact: Callie Pacholke
 Phone: 440-992-7906 Fax: 440-992-9462
 E-Mail: cpacholke@pennohiowaste.com

Reporting Period: _____

1. Please provide the volume of Recycled Materials collected and processed from the District for the reporting period.

Location	# of Pulls	Aggregate Pounds Collected
Andover		
Ashtabula Wade School		
Ashtabula Sanitation Dept		
Austinburg		
Conneaut		
Dorset		
Geneva		
Harpersfield		
Jefferson		
Kingsville		
Orwell		
Pierpont		
Plymouth		
Rock Creek		
Rome		
Saybrook		
Sheffield		
Williamsfield		
Windsor		
Totals for Reporting Period		

Recycling Transfer Station Tons Hauled: _____

Recycling Transfer Station Pulls: _____

**ATTACHMENT E
CONTRACT**

THIS AGREEMENT made and entered into, this 14th day of FEB, 2023 by and between The PennOhio Corporation - 4813 Woodman Ave, Ashtabula, OH 44004, hereinafter called the "Contractor" and the Board of Directors of the Ashtabula County Solid Waste Management District, State of Ohio, hereinafter collectively called the "Board" or the "District"

WHEREAS, the District has voluntarily conducted a Request for Proposals for Recycling Drop-Off and Recycling Transfer Station Services (the "Work") for the purpose of awarding this Agreement to perform the Work; and

WHEREAS, the Request For Proposals For Recycling Drop-Off and/or Recycling Transfer Station Services includes all of the Contract Documents, including the Instructions for Responding to the Request for Proposals, General Specifications, the Contractor's proposal (Statement of Qualifications and Experience and Price Quotation), the Contract, performance bond, non-collusion affidavit, personal property affidavit and any addenda or changes to the foregoing documents agreed to by the District and the Contractor, which are incorporated by reference in this Agreement as if fully set forth herein; and

WHEREAS, the Board evaluated the proposals submitted in response to the Request for Proposals and determined that Contractor's proposal is the most advantageous to the District and the District's residents.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Contractor and the District incorporate the foregoing recitals hereby agree as follows:

ARTICLE I. SCOPE OF WORK; TERM. The Contractor shall furnish all of the materials and perform all of the services and do everything else reasonably required to complete the Work known as recycling drop-off services for a term of three (3) years as described in the Request for Proposals for Recycling Drop-Off and/or Recycling Transfer Station Services and the Contractor's proposal which has been accepted by the District.

ARTICLE II. CONTRACT SUM. For the performance of the Work, the District shall pay to the Contractor, the monthly price quoted in Contractor's proposal, subject to additions, deductions and adjustments provided therein and in the Request For Proposals.

ARTICLE III. COMPONENT PARTS OF THE CONTRACT. This Agreement consists of the attached Contract Documents which are as fully a part of this Contract as if set out verbatim.

ARTICLE IV. REPRESENTATIONS. By signing this Agreement, Contractor represents and warrants that it has all requisite authority to enter into this Agreement as its binding legal obligation.

The PennOhio Corporation

By: Christy M. Howard, Pres.

Date: 2-14-23

Ashtabula County Solid Waste Management District

By: [Signature]

Date: 4-25-23

ATTACHMENT F
Proposal Check List
Qualifications and Experience Evaluation

Description	Contractor Name			
	#1	#2	#3	#4
General and Liability Insurance Limits				
Submitted Property Tax Delinquency Form				
Submitted Non-Collusion Affidavit				
Proof of State of Ohio Workers Compensation Compliance				
Financial Stability of Contractor				
3 Positive Reference Review				
Demonstration of Available Equipment for Contract				
Licensed to Work In Ohio				
In Good Standing with the State of Ohio				
Proposed Material Recycling Facility and Capacity				
Any Past Notices of Violations				
Deficiencies				
Approved for Price Quotation Evaluation				

*This check list is not intended to be exhaustive. The District reserves the right to consider any and all relevant information whether or not it is listed above.

**ATTACHMENT G
LOCATIONS OF DROP-OFF SITES AND SERVICE REQUIREMENTS
BASE PRICE**

Location	Current Collection Day	Pulls Per Week	Current # of 8 CY Containers
Andover	Mon & Thurs	2	2
Ashtabula Wade School	Mon & Thurs	2	2
Ashtabula Sanitation Dept	Mon & Thurs	2	8
Austinburg	Mon & Thurs	2	3
Conneaut	Mon & Thurs	2	6
Dorset	Mon & Thurs	2	2
Geneva	Mon & Thurs	2	3
Harpersfield	Mon & Thurs	2	6
Jefferson	Mon & Thurs	2	3
Kingsville	Mon & Thurs	2	4
Orwell	Mon & Thurs	2	2
Pierpont	Mon & Thurs	2	2
Plymouth	Mon & Thurs	2	2
Rock Creek	Mon & Thurs	2	2
Rome	Mon & Thurs	2	3
Saybrook	Mon & Thurs	2	5
Sheffield	Mon & Thurs	2	2
Williamsfield	Mon & Thurs	2	2
Windsor	Mon & Thurs	2	2
Totals			

**ATTACHMENT H
LOCATION OF RECYCLING TRANSFER STATION AND
SERVICE REQUIREMENTS**

Location	Annual Projected Tons	Hauling Days	Pulls Per Year (20 ton loads)
City of Ashtabula 501 W. 24th Street Ashtabula, OH 44004 Phone: (440) 993-8101	350-450 for 2016 1,350-1,850 annually for 2017 - 2022	M, T, W, TH, F	15-22 – 2016 67-92 annually 2017- 2022

ATTACHMENT I

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES

O.R.C. 5719.04.2

STATE OF OHIO:

CONTRACTOR: The PennOhio Corporation

TO: ASHTABULA COUNTY
25 W Jefferson St
Jefferson, Ohio 44047

The undersigned, being first duly sworn, having been awarded a contract by the County of Ashtabula for Recycling Drop Off and Transfer Station hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Christy Howard, Pres.
Name, Title

Sworn to before me and subscribed in my presence this 14 day of February, 2023.



Cathryn Pacholke, Notary Public
In and for the State of Ohio
My Commission Expires 11/2025

Cathy Pacholke
Notary Public

**ATTACHMENT K
NON-DISCRIMINATION AGREEMENT
(R.C. 153.59)**

That The PennOhio Corporation in the performance of the public contract
(Name of Company)

agrees to abide by the provisions of Ohio Revised Code Section 153.59 as follows:

- (A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the State in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- (B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any matter, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.



(Name/President of Corporation)



(Secretary of Corporation)

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer:
01222974

PENN OHIO CORP
4813 WOODMAN AVE
ASHTABULA OH 44004-6406

Period Specified Below
07/01/2022 to 07/01/2023



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



PENNCOR-01

JPOMPIGNANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Fedell Group 5005 Rockside Road, Fifth Floor Independence, OH 44131	CONTACT NAME: Janette Pompignano		
	PHONE (A/C, No, Ext): (216) 643-6651	FAX (A/C, No): (216) 328-8081	
E-MAIL ADDRESS: JPompignano@thefedellgroup.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED PennOhio Corporation 4813 Woodman Avenue Ashtabula, OH 44004	INSURER A: Nautilus Insurance Company		17370
	INSURER B: Great Divide Insurance Company		25224
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution, Prof GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ECPO154473720	03/10/2022	03/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLL PROF \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90		BAP154473620	03/10/2022	03/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$		FFX154473520	03/10/2022	03/10/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		ECPO154473720	03/10/2022	03/10/2023	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contracts Pollution		ECPO154473720	03/10/2022	03/10/2023	Incident 1,000,000
A	Site Pollution		SSP154473813	03/10/2021	03/10/2024	Incident 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverages Continued:
 A Professional Liability ECPO154473719 3/10/2021 - 3/10/2022 Per Claim \$1,000,000

Proof of Insurance

CERTIFICATE HOLDER

SPECIMEN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Janette Pompignano

**ATTACHMENT L
REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS**

1. Company Name: The PennOhio Corporation
2. Company Address: 4813 Woodman Ave , Ashtabula , OH 44004
3. Telephone Number: 440-992-7906 FAX: 440-992-9465
4. The name and telephone number of the person(s) who has the authority to submit Proposal: David Dragunas 440-661-2710
5. The name and telephone number of the person(s) who has the authority to sign contracts: Karl Frank 440-992-7906
6. The legal status of the Offeror's organization: S Corp
7. Date of establishment/ incorporation: 3/10/1997
8. Federal Employer Identification Number (FEIN): 311508323
9. Is the Offeror co-owned or controlled by a parent company? Yes
 No
If yes, name of parent company: _____
10. Is the Offeror authorized/ licensed to do business in the state of Ohio? Yes
 No
11. Is the Offeror bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? Yes
 No
If yes, has the company filed all required EEO reports to the necessary agencies? Yes
 No
12. The Offeror certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. Yes
 No
13. Does the company have current or future plans for a buyout or sale? Yes
 No
14. The Offeror certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this RFP. Yes
 No
15. The Offeror certifies it is a drug-free work place? Yes
 No
16. The Offeror certifies it is not delinquent on any Federal debt? Yes
 No

PennOhio

Waste Processing & Equipment

Statement of Qualifications and References

-The PennOhio Corporation has sufficient equipment to service the ACSWD Recycling drop off and transfer station services, as it is the current contractor for both services.

-The PennOhio Corporation is in good standing with the State of Ohio, and has over 5 years of experience with the ACSWD Recycling collection program.

References

-Ashtabula Solid Waste District - Recycling program / Tire Recycling Program

-Mahoning County Solid Waste District- E-Waste recycling program, Louis Vega 330-719-0770

-Geauga Trumbull County Solid Waste District – E-Waste Recycling Program 2016-2021, Andrew Thomas 330-675-7969

**ATTACHMENT B
PRICE QUOTATION FORM – RECYCLING DROP-OFF**

All price quotations must be submitted to be considered responsive to the scope of work. All prices shall include local and state fees, labor, transportation, Recyclable Materials processing, overhead, insurance, fuel, performance bond and all other costs associated with performing the service.

All recycling drop-off price quotations shall be based on a monthly cost as indicated below. The percent bid for fuel column includes the estimated percentage of the Monthly Price Quotation that is attributed to the cost of fuel for providing the requested services.

Base Price for 19 Drop-Off Locations

****AVG based on 61 containers****

Option	Contract Year	Description	Monthly Price Quotation	Average Cost Per Container Pulled ¹
DO1	1	Front Load Single Stream Contractor Provided Containers, Contractor Owns Containers at End of Contract	\$ 23,142.00	\$ 39.50
	2		\$ 23,142.00	\$ 39.50
	3		\$ 23,142.00	\$ 39.50
	4		\$ 23,142.00	\$ 39.50
	5		\$ 23,142.00	\$ 39.50

****Rates are based on current insurance levels // Fuel charge \$1.50 per lift after AVG price above \$7.00 ****

****Processing fee to be negotiated by ACSWD and PennOhio to determine rebate/cost analysis****

Price Quotation for Additional Drop-Off Locations Added After Contract Initiation

Option	Contract Year	Description	Monthly Price Quotation	Average Cost Per Container Pulled ¹
DO2	1	Front Load Single Stream Contractor Provided Containers, Contractor Owns Containers at End of Contract	\$	\$ 39.50
	2		\$	\$ 39.50
	3		\$	\$ 39.50
	4		\$	\$ 39.50
	5		\$	\$ 39.50

****Rates are based on current insurance levels // Fuel pickup \$1.50 per lift after AVG price above \$7.00 ****

Additional pick-up charge for unscheduled drop-off site service called in by the District:

\$ 75.00 /containers serviced.

*Material Recover Facility Used for Processing: Kimble / NEO-ARC, LLC

*Fuel Surcharge (Section S) Flat fee per lift: \$1.50

¹The average cost per container pulled column is the Contractor's monthly price quotation divided by the total number of container pulls per month as stated in Appendix G + or -

per month). The bidder should assume for the purposes of completing this Price Quotation Form that the same number of containers will be serviced monthly for years two through five (2 to 5), as are serviced during the initial year.

*The Contractor may request an adjustment of the Monthly Price Quotation on a per pull (see definitions) cost basis for any additional Containers (see definitions) added after initiation of the Contract to the initial 4 sites. If an adjustment is granted by the District, and the additional pulls are subsequently removed, the adjustment amount will be removed from the monthly contract fee. If, however, the District were to reduce the total number of pulls (the original or baseline number of pulls) as specified in the finalized Contract, the monthly price would not be adjusted or reduced.

**ATTACHMENT C
PRICE QUOTATION FORM – RECYCLING TRANSFER STATION**

All price quotations must be submitted to be considered responsive to the scope of work. All prices shall include local and state fees, labor, transportation, equipment, Recyclable Materials processing, overhead, insurance, fuel, performance bond and all other costs associated with performing the service.

TS Option 1 Recycling Transfer Station Bid Form

All recycling transfer station price quotations for Option 1 shall be based on a per pull cost as indicated below.

Option	Contract Year	Description	Price Quotation Per Pull
TS1	1	Transport District Owned 96 Cubic Yard Ejector/Push Out Transfer Trailer to MRF and Processing of Recyclable Materials	\$ 398.61
	2		\$ 398.61
	3		\$ 398.61
	4		\$ 398.61
	5		\$ 398.61

Material Recover Facility Used for Processing: Kimble / NEO-ARC, LLC

SIGNATURE PAGE – PROSECUTING ATTORNEY

Agreement Title: Ashtabula Solid Waste Management District Request for Proposals for
Recycling Drop-off and Recycling Transfer Station Services

Approved as to legal form only:

By:  _____

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 4-3-23