



Request for Bid to Purchase Various Aggregate Materials & Related Hauling Services

Project No. 1642717609

RFB PostedJanuary 20, 2022
 Site Visits (optional) before February 3, 2022
 Deadline for Questions 4:00 p.m., February 3, 2022
 Bids Due1:30 p.m., Wednesday, February 9, 2022
 Expected Contract Award March 2022

Project Manager

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Board of Trustees

Susan Tilgner, Chair
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Public Notice

SWACO is accepting sealed bids for the purchase of various aggregate materials and related hauling services. Request for Bid packages are available by registering and then downloading the documents from SWACO's website at www.swaco.org/Bids.aspx. Sealed bids are due and must be received by SWACO no later than 1:30 p.m. (EST), Wednesday, February 9, 2022. Site visits may be scheduled with Mr. Adam Burleson. Contact Mr. Burleson in writing only at adam.burleson@swaco.org to schedule a site visit or for questions concerning this RFB. No phone calls please. SWACO reserves the right to reject any and all bids and/or to waive minor irregularities or informalities in the bidding process.

Advertised in *The Columbus Dispatch* on Thursday, January 20, 2022

I. General Information

A. SWACO. The Solid Waste Authority of Central Ohio (“SWACO”) is a regional solid waste authority established in accordance with Ohio Revised Code Section 343.011. SWACO was created in 1989 in response to Substitute House Bill 592 (“HB 592”) to develop and implement a comprehensive solid waste management plan for the Franklin County Solid Waste Management District, which is comprised principally of Franklin County but includes parts of five (5) adjacent counties (collectively the “District”). As a political subdivision of the State of Ohio, SWACO operates a Subtitle D sanitary landfill with an allowable maximum daily capacity of eight thousand (8,000) tons and two (2) waste transfer stations with a combined capacity of approximately two thousand (2,000) tons per day. SWACO owns and/or leases multiple facilities and operates on an estimated fifty-one million dollars (\$51,000,000) of annual revenue and twenty-five million (\$25,000,000) of SWACO’s EPA Trust Fund. It employs one hundred ten to one hundred fifteen (112 – 117) full-time staff who work under three (3) major organizational functions: Administration, Operations, and Innovation & Programs. SWACO also provides programs aimed at reducing the generation and disposal of solid waste within SWACO’s District. These programs include public education and awareness, yard waste composting, and other waste-reduction activities. SWACO is also responsible for maintenance activities at a closed landfill. Total solid waste generation within SWACO’s District exceeds one million tons (1,000,000) per year.

B. Board of Trustees. A nine (9)-member Board of Trustees (“Board”) governs SWACO. Pursuant to Ohio Revised Code Section 343.011 and SWACO’s bylaws, the Mayor of the City of Columbus and the Franklin County Board of Commissioners each appoint two (2) members to the Board. Other members include one (1) designee of the Franklin County Health Commissioner, one (1) designee of Franklin County’s Township Trustees, and three (3) members appointed by the Board representing the public, general interest of the citizens, and the industrial, commercial, or institutional generators of solid wastes within the District. The Board appoints SWACO’s Executive Director, who serves as SWACO’s Chief Executive Officer.

II. The Project

A. Description. SWACO purchases various sizes of aggregate materials that is hauled to the Franklin County Sanitary Landfill, the Jackson Pike Transfer Station, and the Morse Road Transfer Station intermittently throughout the calendar year.

B. Purpose. Pursuant to the terms, conditions and provisions set forth in this Request For Bid (“RFB”), SWACO seeks competitive bids in order to award a three-year contract to the Bidder submitting the lowest and best responsive Bid for purchasing various aggregate materials and related hauling services (the “Project”) as stated in the Bid Sheet, included in *Exhibit A*.

C. Definitions. For purposes of this RFB, the words, terms, and phrases set forth below shall have the indicated meanings. Any other terms, words, or phrases herein shall have their ordinary meaning.

1. The term *Bid* means “The written response to this RFB, including, without limitation, any modifications or revisions thereto, submitted pursuant to the terms, conditions and provisions set forth in this RFB.”

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2. The term *Bid Documents* means “this RFB, any addenda or documents issued by SWACO after release of this RFB but before the Bid due date, and the *Required Documents* provided in Exhibit A inclusive.”
3. The term *Bidder* means “Any vendor that submits a Bid.”
4. The term *FCSL* means the “Franklin County Sanitary Landfill.”
6. The term *Project* means “the purchase of various aggregate materials and related hauling services as described in the RFB Documents.”
7. The term *Proposed Contract* means “the sample contract provided by SWACO to potential Bidders setting forth the proposed terms, conditions, provisions and/or specifications which may govern the relationship of SWACO and the Successful Bidder, if any, upon award of the contract for the Project.”
8. The term *RFB* means this “Request For Bids.”
9. The term *Successful Bidder* means “the Bidder submitting the lowest and best responsive bid as determined by SWACO in its sole and complete discretion”
10. The term *SWACO* means the “Solid Waste Authority of Central Ohio.”

D. Site Visits. Site visits are optional, but must be scheduled by appointment. Bidders must request a site visit prior to February 3, 2022, by contacting Mr. Adam Burleson in writing only at adam.burleson@swaco.org.

E. Times. All times set forth in this RFB are listed at Grove City, Ohio local time, which is Eastern Standard Time (EST).

F. RFB Schedule. The Public Notice for the Project was posted on Thursday, January 21, 2022. Bid Documents are available on SWACO’s website (www.swaco.org) through 1:30 p.m., February 9, 2022.

The dates listed below shows the schedule of this RFB and deadlines when site visits, questions, and bids are due. Please note that all dates listed below may be altered at SWACO's sole and complete discretion.

RFB Advertised	January 20, 2022
Site Visits (optional)	before February 3, 2022
Deadline for Questions	4:00 p.m., February 3, 2022
Bids Due.....	1:30 p.m., Wednesday, February 9, 2022
Expected Contract Award.....	April 2022

III. Bid Format and Requirements

A. Bid Format. All Bids must be electronically uploaded to SWACO using the link and instructions provided in Section IV below.

B. Bid Requirements. All Bids should be assembled in sequential order of the requested information in this Section III and shall be submitted in such a manner as to facilitate the review of the content contained therein.

1. All prospective Bidders must have experience performing four (4) similar Projects within the past ten (10) years of similar size and scope of work. All Bidders should be prepared to show proof of such experience upon request.

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Failure to provide documentation will result in disqualification from the bidding process.

3. Bids must be submitted using the Bid and Bid Sheet contained in Exhibit A, along with the *Required Documents*.

4. Bidders must disclose any employees who were previously employed at SWACO within the last two (2) years**.

**For every employee disclosed, please provide the date he/she was hired, a detailed explanation as to how the Bidder will prevent the employee from participating in this Project, and an affirmation from the employee that he/she will not disclose confidential information acquired in the course of his/her employment with SWACO.

C. Bid Preparation Costs. All costs of preparing and submitting a Bid pursuant to the Bid Documents shall be the sole and complete responsibility of the Bidder.

D. Required and Non-Required Documents.

1. *Required Documents*. Each Bid must contain the following Required Documents, attached hereto as **Exhibit A**, which must be filled out in their entirety, fully executed, and included with the Bid:

- a) Bid Sheet, Bid, and Bidder's Representative
- b) Bidder's Statement
- c) Non-Discrimination Affidavit
- d) Affidavit of Authority
- e) Non-Collusion Affidavit
- f) Delinquent Tax Affidavit
- g) W-9 Form (Rev. October 2018 by the IRS)
- h) Addenda Acknowledgment

Provided by Bidder

- i) Certificate of Insurance

2. *Non-Required Documents*. Bidders who qualify for Value Added Attributes, as described in Paragraph E below, must fill out the applicable affidavit, attach appropriate documentation, and include with Bid in order to receive Value Added Attributes. Please note that documentation must be provided with the affidavit before the Value Added Attribute can be considered valid. Affidavits for Value Added Attributes are located in **Exhibit A**:

- a) Local Vendor
- b) Equal Opportunity
- c) Green Certified Business

E. Value Added Attributes. In determining the Successful Bidder through this competitive process, SWACO shall exercise Value Added Attributes for Bidders as provided in this section.

1. *Local Vendor*. SWACO ensures local businesses that meet the eligibility requirements to qualify as a Local Vendor receives Value Added Attributes in SWACO's competitive procurement process as provided in this section. Bidders shall not receive Value Added Attributes under this section unless such Bidder submits documentary evidence satisfactory to SWACO verifying that the Bidder qualifies as a Local Vendor.

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- a) Value Added Attributes for Local Vendors, set forth herein, shall not apply to any Bids prohibited by federal or state laws or regulations.
- b) The Value Added Attributes set forth in this section shall not waive or nullify evaluation and Best Vendor designation.

2. *Equal Opportunity.* SWACO recognizes minority and disadvantaged businesses and has established procedures to ensure such businesses that meet eligibility standards are able to have an equal chance to succeed. Therefore, any business who is certified through the State of Ohio's Minority Business Enterprise (MBE) or Encouraging Diversity Growth and Equity (EDGE) program, or the Federal Disadvantaged Business Enterprise (DBE) program shall be given Value Added Attributes in SWACO's competitive procurement process as provided in this section.

- a) Value Added Attributes shall not be given to a minority or disadvantaged business under this section unless such business submits documentary evidence satisfactory to SWACO verifying that the business qualifies as minority or disadvantaged.
- b) Value Added Attributes for a minority or disadvantaged business, set forth herein, shall not apply to any bids or proposals prohibited by federal or state laws or regulations.
- c) The Value Added Attributes set forth in this section shall not waive or nullify evaluation and Best Vendor designation.

3. *Green Business Certified.* Through its Vision, Mission and Goals, SWACO strives to set the standard as a leader in waste reduction, diversion, and environmentally safe practices by collaborating with public and private partners in order to leverage the waste stream for economic benefit and contribute to a safe and healthy community. Therefore, SWACO shall recognize those businesses that are Green Business Certified, giving them a Value Added Attribute in SWACO's competitive procurement process as provided in this section.

- a) No Value Added Attributes shall be given under this section for businesses that are Green Business Certified unless such business submits documentary evidence satisfactory to the Procurement Analyst verifying that the business qualifies as Green Business Certified.
- b) Value Added Attributes for Green Business Certified, set forth herein, shall not apply to any bids or proposals prohibited by federal or state laws or regulations.
- c) The Value Added Attributes set forth in this section shall not waive or nullify evaluation and Best Vendor designation.

Certifications must be third-party verified in order to qualify as Green Business Certified. Third-party verified means that an independent organization has reviewed the process and has independently determined compliance with specific standards for safety, quality, and/or performance. Examples of third-party verified, green business certifications are GreenGuard, U.S. Green Building Council/LEED, and U.S. Zero Waste Business Council/Zero Waste Facilities.

SWACO may in its own discretion request additional information to validate declared value added attribute(s). Previous unsatisfactory performance by a Bidder may constitute grounds for eliminating that Bidder from receiving Value Added Attributes.

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IV. Submitting the Bid

A. Electronic Upload. All Bids must be uploaded electronically in PDF format and titled, "Bidder Name – Aggregate." Please include Bidder's name with the file name and upload to the following link:

<https://swaco.sharefile.com/r-r9eed18212f8e4eafa21a29fb167459f1>

Please Note: A successful upload will display as Uploaded. You will not receive any other notification that your Bid was successfully uploaded.

Do not email your Bid if you are having problems uploading your document(s). If you are not able to upload the Bid documents to the link above, please contact Barbara Colebank at barbara.colebank@swaco.org.

B. Bid Submission. It is the sole responsibility of the Bidder for the electronic upload of its Bid prior to 1:30 p.m., February 9, 2022.

1. The submission of a Bid shall be considered evidence that the Bidder has examined and is satisfied as to the terms, conditions, provisions, specifications and/or requirements for the Project described in the Bid Documents.
2. No pleas of ignorance of any of the terms, conditions, provisions and/or specifications set forth in the Bid Documents shall be accepted as a basis for any claim for an increase in the amount bid by a Bidder or an extension of the times set forth in the Bid Documents.
3. Unless otherwise specified in the Bid Documents, the Bid price(s) shall include all applicable federal, state, and local taxes. The Successful Bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the Bid Documents and/or any contract awarded as a result of the process set forth in the Bid Documents.
4. Failure to submit the Bid electronically to the link in Paragraph A above shall not be considered as a valid submission to SWACO.
5. Bids submitted by facsimile transmission, e-mail, or in any other form not specified herein shall not be accepted by SWACO.

C. Bid Documents. As appropriate, the Bid Documents must be signed by the individual, by one (1) or more members of the partnership, by one (1) or more members or officers of each firm representing a joint venture, or by one (1) or more officers of a corporation, or by an agent of the Bidder legally qualified and acceptable to SWACO.

1. If the Bid is made by an individual, his or her name, and business address must be set forth in the Bid;
2. If the Bid is made by a partnership, the name and business address of each partnership member must be indicated in the Bid;
3. If the Bid is made as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be indicated in the Bid;
4. If the Bid is made by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation, and the business address of its corporate officials must be shown.

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V. Bid Questions, Modifications, Withdrawal, and Opening

A. Bidder Requests for Information and Addendums. Requests for information from a Bidder shall be submitted **in writing only** to Mr. Adam Burleson of SWACO via e-mail at **adam.burleson@swaco.org** or to SWACO, Attn: Adam Burleson, 4239 London Groveport Road, Grove City, Ohio 43123. **Any and all such requests must be received no later than 4:00 p.m. on February 3, 2022.** SWACO shall respond to any properly submitted request for information by a written addendum issued to all Bidders who have obtained the Bid Documents for this Project.

1. In addition, SWACO, on its own initiative, may issue such other addenda as it may deem appropriate from time to time. No request for information shall be considered answered by SWACO until SWACO has issued an addendum in response to such request for information, and copies of the written request for information and SWACO's response has been issued to each Bidder.

2. Upon receipt of any addendum, Bidders shall notify SWACO in writing of its receipt of the addendum by completing the *Addendum Acknowledgement* form in **Exhibit A** and submit with the Required Documents.

B. Modification of Bids. At any time prior to the opening of Bids, a Bidder may modify its Bid in writing by submitting a modification marked in the same manner as the original document to SWACO. The document must be marked as a modification or replacement to the original electronic submission. Any such modification must be received by SWACO prior to the opening date and time of the Bids to be considered effective.

C. Withdrawal of Bid. Prior to the opening of Bids, a Bidder may withdraw its Bid provided the Bidder makes a written request to withdraw the Bid. Such request must be received by Adam Burleson of SWACO at the address indicated above in Paragraph A prior to the Bid opening. The written request to withdraw must be executed by a party authorized to execute the Bid, include an executed Affidavit of Authority, and be electronically uploaded to the link provided in Section IV. Any properly withdrawn Bid shall be returned to the Bidder unopened.

D. Rejection or Waiver of Bids. SWACO may, in its sole and complete discretion, at any time prior to SWACO's Executive Director's execution of any contract that may be awarded to the apparent Successful Bidder, terminate the process set forth in this RFB and not accept any Bids; reject or waive any and/or all Bids; waive any irregularities contained in any Bid; and/or reject all bids and advertise for new Bids.

E. Bid Opening. All Bids received at or before 1:30 p.m., February 9, 2022, shall be electronically opened. Bid Results will be emailed to those who registered to download the Bid Documents.

F. Termination of RFB Process. SWACO reserves the right to terminate the process contained in this RFB and/or to reject any and/or all of the Bids on any basis without disclosure of a reason. Solicitation and/or opening of any Bid submitted in response to this RFB and the other Bid Documents does not create any express or implied obligation on SWACO to award the Proposed Contract. SWACO may, at its sole and complete discretion, disqualify and/or refuse to consider any Bid and/or Bids, and/or refuse to award the Proposed Contract to any Bidder and/or Bidders, for any reason, including, without limitation, the following:

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1. The failure of a Bidder to respond to all requirements specified in the Bid Documents.
2. More than one (1) Bid for the Project is submitted from an individual, firm, joint venture, or corporation under the same or different name, or corporation under the same name or corporations with one (1) or more of the same persons as officers or directors of such corporations, or corporations which are holding companies, parent companies or sister companies which are subsidiaries of such corporations.
3. Evidence of collusion among Bidders.
4. Bid prices which are obviously unbalanced.
5. Bidder lacks sufficient experience, competency and/or adequate machinery, equipment, plant, or other resources to perform the Proposed Contract and/or as required by the other Bid Documents.
6. Evidence of uncompleted work, whether or not with SWACO, which, in the opinion of SWACO, might hinder or prevent the prompt delivery of the Project if it should be awarded to the Bidder.
7. Bidder has an “unresolved audit finding” issued by the Office of the Auditor of the State of Ohio.
8. For the reasons set forth below, Bids will be considered irregular and may, at SWACO’s sole and complete discretion, be rejected. However, SWACO is not obligated to reject such Bids.
 - a) If the Bid is on a form other than that furnished by SWACO and/or if the form is altered or any part thereof is detached. Computer generated facsimiles of SWACO’s forms are acceptable.
 - b) If there are unauthorized additions, conditions or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
 - c) If the Bidder adds any provisions reserving the right to accept or reject an award, and/or to enter into the Proposed Contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one (1) Bidder at any one (1) Bid letting, provided that any selection of awards will be made by SWACO.
 - d) If the Bid does not contain a price for a particular Bid item.
 - e) The Bidder fails to return all of the Bid forms included in the Bid Documents (including, without limitation, required affidavits), and/or to completely fill out the Bid forms and/or to provide complete responses for requested information.
 - f) If the Bid is not properly signed.

VI. Standard Terms and Conditions

A. Deliveries. Various aggregate material deliveries must be within twenty-four (24) hours from the time of the request and during normal working hours. The Successful Bidder will be responsible for loading and hauling the requested various aggregate materials.

1. *Approximate Quantities*. Various aggregate materials will be ordered in tonnage quantities.

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2. *Delivery.* Complete tonnage quantities are to be delivered to the following locations as requested by SWACO:

Franklin County Sanitary Landfill
3851 London Groveport Road
Grove City, OH 43123

Jackson Pike Transfer Station
2566 Jackson Pike
Columbus, OH 43223

Morse Road Transfer Station
4262 Morse Road
Columbus, OH 43230

- B. Taxes and Payment. The Proposer is hereby notified that:
1. SWACO is exempt from State sales or use taxes and therefore, such taxes shall not be included in any rate or price quotations submitted as part of any Bid; and
 2. SWACO does not pay retainers, deposits, or make any other advance payments prior to services rendered.
- C. Contract Termination. SWACO's standard contract termination is at least fifteen (15) days in writing prior to the date of the intended early termination of the Proposed Contract.
- D. Pricing. Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of the Bid unless otherwise noted in the Bid Documents. In case of discrepancy in computing the amount of the Bid, the unit price quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.
- E. Invoicing. All invoices shall be submitted monthly. Each invoice shall show the SWACO purchase order number, the quantity and brief description of the service performed, material or equipment furnished, and the total amount of cost.
1. Each invoice must separate and list this information per facility location.
 2. If changes occur, other than the scheduled service, material or equipment ordered, invoice must state extra charges, hours, material or equipment, or services provided and include a brief description of extra charges, which must be preapproved in writing by SWACO. The invoice must indicate the SWACO personnel who authorized the changes and/or extra charges. If applicable, a copy of an executed "change order" must be included.
- F. Additional Fees. Notwithstanding any term, condition, or provision set forth in the Bid, SWACO shall not be obligated or liable to the Successful Bidder and/or any other party for any late payment, collection costs, fees, and/or interest charges.
- G. Indemnification and Insurance. Each Successful Bidder is advised that in addition to any other terms, conditions or provisions that may be contained in any contract awarded and executed as a result of this RFB (including without limitation warranty provisions), the Successful Bidder shall agree to the following indemnification and insurance provisions:
1. *General Duty to Indemnify SWACO.* The Successful Bidder shall indemnify and hold harmless SWACO, its trustees, officers, employees and representatives

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from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) are caused by or result from the performance of the Services by the Successful Bidder, anyone directly or indirectly employed by the Successful Bidder, any sub-contractor of the Successful Bidder, or anyone for whose acts the Successful Bidder is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless or willful act, error or omission of the Successful Bidder, anyone directly or indirectly employed by the Successful Bidder, any sub-contractor of the Successful Bidder, or anyone for whose acts the Successful Bidder is legally liable. The terms and conditions of this paragraph shall survive termination of this contract for any reason.

2. Successful Bidder shall promptly correct, repair, and/or replace any part, work, supplies and/or other materials installed as part of the Services and damaged and/or destroyed as a result of an insured loss or damage. Such correction, repair and/or replacement shall be the Successful Bidder's sole responsibility and shall be undertaken and completed at no additional cost to SWACO.

3. **PLEASE NOTE: THE GENERAL DUTY TO INDEMNIFY SWACO IS NOT NEGOTIABLE. IF YOU ARE UNABLE TO AGREE TO THE PROVISION SET FORTH ABOVE, SWACO WILL BE UNABLE TO ENTER INTO A CONTRACT WITH YOUR COMPANY.**

4. *Liability Insurance.* The Successful Bidder shall purchase and maintain the following liability and other insurance at the indicated limits, under the terms set forth below:

- a) General Liability Insurance, containing the following limits and terms:
 - 1) \$1,000,000.00 per occurrence
 - 2) \$2,000,000.00 aggregate
 - 3) \$1,000,000.00 Products/Completed Operations Aggregate
 - 4) Name SWACO as an additional insured
 - 5) Waiver of subrogation in favor of SWACO and all related entities or subsidiaries, employees, agents and/or representatives
 - 6) Automobile Liability Insurance, containing a limit of \$1,000,000.00 per occurrence
 - 7) Worker's Compensation and Employer's Liability Insurance, containing the following limits:
 - Statutory Limits for the State of Ohio \$500,000.00/\$500,000.00/\$500,000.00 Employer's Liability Limit
 - 8) Umbrella Liability Insurance containing the limit of \$2,000,000.00 per occurrence and terms including the following "form coverage."

b) **The limits set forth above may be adjusted according to industry standards, risk, and further assurances.**

c) Each policy of insurance required to be purchased and maintained by the Successful Bidder shall be purchased from an insurance carrier rated by A.M. Best as A-, VII or better;

d) Each policy and respective certificate of insurance shall expressly provide that should the Successful Bidder's insurance lapse, be cancelled,

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non-renewed or materially altered, the Successful Bidder shall provide SWACO with no less than thirty (30) days prior written notice of such cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance.

e) The Successful Bidder shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the contract until the date of the termination of the contract or the date of payment of the final invoice issued by Successful Bidder, whichever is later. Failure of the Successful Bidder to comply with the terms and conditions of this paragraph shall constitute a material breach of the contract and shall be cause for termination of this Contract by SWACO.

f) Insurance policies required to be purchased and maintained by the Successful Bidder may include a reasonable loss deductible, as is customary for the Successful Bidder's industry, which shall be the sole responsibility of the Successful Bidder to pay in the event of any covered loss.

5. SWACO and the Successful Bidder waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to the requirements set forth above or any other property insurance applicable to the performance of the Services, except such rights as they have to proceeds of such insurance held by SWACO as fiduciary. The Successful Bidder agrees to obtain waivers in favor of SWACO of such claims by all of its subcontractors.

6. Notwithstanding the paragraph above, and regardless of the amount of any insurance proceeds recovered by the parties under the insurance policies set forth above, the Successful Bidder shall be liable to SWACO for the full amount of any claims, damages, losses, liens, causes of action, suits, judgments and expenses (including reasonable attorney's fees and other reasonable costs of defense) of any nature, kind or description which are in excess of such insurance proceeds.

E. Sample Contract.

VII. Applicable Law

A. Venue. Without regard to its own "choice of law" provisions, the bidding process and any Contract awarded as a result of the process set forth in this RFB shall be governed by the laws of the State of Ohio to the exclusion of the laws of any other jurisdiction. The State of Ohio shall have jurisdiction over any action hereunder or related to the implementation of the bidding process contained herein and the performance of any Contract awarded hereunder as a result of this bidding process to the exclusion of any other forum. Any action or proceeding shall take place in a court of law located in Franklin County, Ohio.

B. Non-Discrimination. Bidders shall not discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed, military status, or national origin. Bidders shall not discriminate based upon age, race, color, religion, sex, disability, creed, military status, or national origin in any undertaking related to employment including, but not limited to, such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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C. Public Records. All Bidders are advised that Bids received by SWACO in response to this RFB may constitute public records as defined by Ohio Revised Code Section 149.43 and any additional information submitted by Bidder pursuant to this RFB shall become the property of SWACO. However, if there is material in a Bid that a Bidder deems to be confidential, it should be clearly identified as such, marked confidential, and accompanied by a written explanation stating the basis of such claim. Any confidential material that is properly designated shall be removed from the Bid prior to release of the Bid to the public if permitted by the laws of the State of Ohio including, without limitation, Ohio Revised Code Section 149.43. The determination as to the confidentiality of any material identified as confidential by a Bidder shall be made by SWACO in SWACO's sole and complete discretion. SWACO shall assume no risk, nor shall it be held liable by any Bidder for the release of any material which Bidder may claim to be confidential. Submittal by Bidder of a Bid to SWACO shall be deemed acknowledgement of the terms and provisions contained in this paragraph C.

D. Prevailing Wages. Prevailing Wage rates of wages for workers employed on this Project are determined pursuant to the Ohio Department of Commerce. It is the responsibility of the Bidder to understand, and report correct prevailing wages, if applicable.

VIII. Bid Award

A. Award Basis. There are estimated quantities listed in this RFB, and unit prices (to the nearest cent) are requested. Bids are on a firm basis and shall remain in effect for the term of the contract. Prices in the Bid shall govern for award evaluation and payment purposed. SWACO reserves the right to award this contract in the best interest of SWACO.

B. Lowest and Best. SWACO shall award the Contract for the Project to the Bidder that submits the lowest and best responsive Bid. Bids will be evaluated within sixty (60) days of the Bid opening day. All Bidders shall allow SWACO sixty (60) days after the opening of Bids to make an award of Contract without invalidating their Bid(s). SWACO may, at its sole option, request any or all Bidders to provide additional information. Factors that determine the lowest and best responsive bid include without limitation:

1. The Bidder's responsiveness to the terms, conditions, provisions and/or specifications set forth in the Bid Documents.
2. The known quality of the Bidder's work on similar Projects.
3. The Bidder's capability to undertake the work of the Project in accordance with the terms, conditions, provisions and/or specifications contained in the Bid Documents, and including, without limitation, those contained in the Proposed Contract.
4. The Bidder's references.
5. Bidder warranties.

C. Notice of Award. SWACO shall issue a letter indicating SWACO's intent to award the Proposed Contract to the Bidder submitting the lowest and best responsive bid ("Successful Bidder"), if any. An award is effective only upon execution of a written Contract by both SWACO's Executive Director, pursuant to its Procurement Policy, and the Successful Bidder (if any).

D. Sample Contract. The Proposed Contract is provided to potential Bidders setting forth the proposed terms, conditions, provisions and/or specifications, which shall govern the relationship of SWACO and the Successful Bidder, if any, upon the award of a contract for the Project. A Sample Contract is attached hereto as **Exhibit B**.

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IX. Awarding the Contract

A. Information Provided to Successful Bidder. SWACO shall provide to the Successful Bidder, upon request, any information concerning the Project to which it has access. SWACO may, at its sole option, provide information to the Successful Bidder in electronic format.

B. Contract Execution. Any Contract awarded as a result of the bidding process set forth in this RFB and the other Bid Documents shall be executed by the Successful Bidder and returned to SWACO pursuant to the terms, conditions, and provisions set forth in the Bid Documents and pertinent provisions of the Ohio Revised Code, within thirty (30) days after the Bidder has received notice of the award of the Contract and the Contract for signature. No Bid or Contract shall be considered binding upon SWACO until execution of the Contract by SWACO's Executive Director and, if required by SWACO's procurement policy or deemed appropriate by SWACO staff, approval of the Contract by SWACO's Board of Trustees.

1. SWACO may, at SWACO's sole and complete discretion, withdraw the award of the Contract to the Successful Bidder if the Successful Bidder shall fail to execute the Contract and return the executed Contract to SWACO within thirty (30) days of receipt of the notice of award of the Contract.

2. If SWACO should withdraw the award of the Contract to a Successful Bidder pursuant to subparagraph 14.1 above, SWACO may, in its sole and complete discretion, award the Contract to the next lowest and best responsive Bidder, re-advertise and re-bid the entire Project, or not award the Contract at all.

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Exhibit A

Required and Non-Required Documents

I. Required Documents – Must be included with Bid submission

- a) Bid Sheet, Bid, and Bidder's Representative
- b) Bidder's Statement
- c) Non-Discrimination Affidavit
- d) Non-Collusion Affidavit
- e) Affidavit of Authority
- f) Delinquent Tax Affidavit
- g) W-9 Form (*Rev. October 2018 by the IRS*)
- h) Addendum Acknowledgement

To be provided by Bidder:

- i) Certificate of Insurance

II. Non-Required Documents ¹

- a) Local Vendor Affidavit
- b) Equal Opportunity Affidavit
- c) Green Certified Business Affidavit

¹ Affidavits and documentation must be included with Bid submission to receive value added attribute

BID SHEET

To the Solid Waste Authority of Central Ohio (“SWACO”), Franklin County, Ohio, to provide the Project as outlined in this RFB and in accordance with the specifications provided; therefore, **EACH BIDDER MUST TAKE NOTICE OF THE FACT THAT EVEN THOUGH ITS BID MAY BE ACCEPTED AND THE DOCUMENTS SIGNED BY THE BIDDER TO WHOM AN AWARD IS MADE AND BY SWACO, THAT NO SUCH AWARD OR SIGNING BY SWACO SHALL BE CONSIDERED A BINDING CONTRACT WITHOUT THE PROPER CERTIFICATE BY THE FISCAL OFFICER OF SWACO INDICATING THAT FUNDS ARE AVAILABLE TO COVER THE COST OF THE WORK TO BE DONE, OR WITHOUT THE APPROVAL OF THE LEGAL COUNSEL OF SWACO AS TO THE FORM OF THE CONTRACT AND ALL THE PERTINENT DOCUMENTS RELATING THERETO HAVING BEEN APPROVED BY SAID LEGAL COUNSEL OF SWACO AND SUCH BIDDER IS HEREBY CHARGED WITH THIS NOTICE.**

The signer of the Bid, as Bidder, also declares that the only person, persons, company or parties interested in this Bid are named in this Bid, that he/she has carefully examined the advertisement, instructions to Bidders, General Conditions, sample contract documents, and all other documents related to this Bid as listed in the “Table of Contents” section of the Request for Bid package; that the Bidder or his/her representative has made such investigation as is necessary to determine the character and extent of the purchase and he/she proposes and agrees that if this Bid be accepted he/she will contract with SWACO to perform all necessary procedures in order to execute SWACO’s purchase within the time period set forth and according to the requirements of SWACO herein and hereinafter set forth for the following prices:

THE BIDDER’S LUMP SUM TOTALS BELOW ARE ITS TOTAL BIDS BASED ON UNIT PRICES. THESE FIGURES ARE FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. SWACO WILL MAKE THE TABULATION FROM THE UNIT PRICES. IF THERE IS AN ERROR IN THE LUMP SUM TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE LUMP SUM PRICES SHALL GOVERN.

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BID

This Bid is to provide the Project as described in the RFB documents.

Company Name _____

Bid Price

Aggregate Type	Tonnage*	Aggregate Price Per Ton	Hauling Price Per Ton
Number 2 Limestone	20,000 tons		

First Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Second Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Third Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Number 4 Limestone	5,500 tons		
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First Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Second Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Third Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

RFB to Purchase Various Aggregate Materials
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Bid Price (Continued)

Aggregate Type	Tonnage*	Aggregate Price Per Ton	Hauling Price Per Ton
Number 57 Limestone	12,000 tons		

First Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Second Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Third Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Number 6 Minus	3,000 tons		
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First Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Second Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Third Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

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Bid Price (Continued)

Aggregate Type	Tonnage*	Aggregate Price Per Ton	Hauling Price Per Ton
Number 304 Aggregate Base	1,000 tons		

First Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Second Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Third Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Rip Rap D or C	7,000 tons		
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First Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Second Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Third Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

RFB to Purchase Various Aggregate Materials
and Related Hauling Services



Bid Price (Continued)

Aggregate Type	Tonnage*	Aggregate Price Per Ton	Hauling Price Per Ton
Number 304 Aggregate Base		1,000 tons	

First Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Second Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Third Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Rip Rap D or C	7,000 tons
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First Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Second Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Third Year

Franklin County Sanitary Landfill	\$	\$
Jackson Pike Transfer Station	\$	\$
Morse Road Transfer Station	\$	\$

Submitted this _____ day of _____, 2022.

By: _____
Authorized Signature

Bidder's Representative

Contact Person for this Bid _____

Title _____

E-mail Address _____

Company _____

Mailing Address _____

City, State, Zip _____

Phone Number _____ Mobile Number _____

Attach additional paperwork if necessary.

RFB to Purchase Various Aggregate Materials
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An Individual

By: _____
(Individual's signature)

(Printed or typed name of individual)

Doing business as: _____

License or Registration Number: _____

Business Address: _____

Phone No. _____ Fax No.: _____

~~~~~

**A Partnership**

By: \_\_\_\_\_  
(Firm name)

\_\_\_\_\_  
(General partner's signature)

\_\_\_\_\_  
(Printed or typed name of general partner) (Attach evidence of authority to sign.)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No.: \_\_\_\_\_

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RFB to Purchase Various Aggregate Materials
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A Corporation

By: _____
(Corporation name)

(State of incorporation)

By: _____
(Signature of officer authorized to sign)

(Printed or typed name and title of officer authorized to sign. Attach evidence of authority to sign.)

(CORPORATE SEAL)

Attest: _____
(Secretary)

License or Registration Number: _____

Business Address: _____

Phone No. _____ Fax No.: _____

~ ~ ~ ~ ~

Limited Liability Company

By: _____
(Firm name)

(State of formation)

By: _____
(Signature of member authorized to sign)

(Printed name and title of authorized member. Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No. _____ Fax No.: _____

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RFB to Purchase Various Aggregate Materials
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A Joint Venture

Joint Venture Name: _____

By: _____
(Signature)

(Printed or Typed Name) (Title)

By: _____
(Signature)

(Printed or Typed Name) (Title)

(Address)

Phone and fax number and address for receipt of communications to joint venture:

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

++ END OF BID FORM ++

BIDDER'S STATEMENT

The Bidder is required to list, in the space below, companies that have purchased the same equipment and/or materials referenced in this bid package. Bidder needs to also list other detailed information that will enable the Owner to judge of his responsibility, experience, skill, and financial standing. Among other things, this statement shall include evidence to the effect that the Bidder maintains a permanent place of business, statements as to its present physical condition, and evidence to the fact that the Bidder has a suitable financial status to meet the obligations to furnish the equipment and/or materials referenced in this bid package for purchase by SWACO.

Attach additional sheets as necessary.

NON-DISCRIMINATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

_____ being duly sworn, deposes and states that during the term
Affiant
and performance of any agreement or contract between the Solid Waste Authority of Central Ohio
and _____ (“Bidder”) that neither Bidder nor any
subcontractor of Bidder shall discriminate against any employee or qualified applicant for
employment who is both available and qualified for work because of age, race, color, religion, sex,
disability, creed, military status, or national origin. Further, Bidder agrees that neither it nor any
subcontractor shall discriminate based upon age, race, color, religion, sex, disability, creed,
military status, or national origin in any undertaking related to employment including, but not
limited to, such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment
advertising, layoff or termination, rates of pay or other forms of compensation, and selection for
training, including apprenticeship.

Affiant's Signature

Affiant's Printed Name

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____
(Date)

(County) *(State)*

DELINQUENT TAX AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says that he/she is _____
(Name) (Title)

of _____ with offices located at _____
(Company Name) (Company Address)

and as its duly authorized representative states that effective this _____ day of _____, 20____,

(Company Name)

- () Is not charged with delinquent taxes of the State or a county in which the Solid Waste Authority of Central Ohio has territory.
- () Is charged with delinquent taxes of the State or a county in which the Solid Waste Authority of Central Ohio has territory, and that the amount of such due and unpaid delinquent taxes, penalties and interest thereon is as follows:

<u>Taxes</u>	<u>Penalties & Interest</u>	<u>County</u>
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public
My Commission Expires:

Date

County State

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ 5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

LOCAL VENDOR AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says that he/she is
(Name)
_____ of _____ (hereinafter,
(Title) (Company)

“Bidder”) which is submitting a Bid on a contract with the Solid Waste Authority of Central Ohio and that one or more of the following “checked off” assertions apply to the Bidder:

_____ That Bidder is a domestic corporation, sole proprietorship, partnership, or joint venture that has its principal place of business located within Franklin County, Ohio or a county contiguous to Franklin County, Ohio (“Contiguous County”) as registered in official documents filed with the Secretary of State, State of Ohio or the Franklin County Ohio recorder's office or a Contiguous County's recorder's office, and that there is documentation supporting such assertions attached to this Affidavit.

_____ That Bidder is a domestic corporation, sole proprietorship, partnership, or joint venture that has its principal place of business located within Franklin County, Ohio or a county contiguous to Franklin County, Ohio (“Contiguous County”) and that Bidder holds a valid vendor's license which indicates its principal place of business is located within Franklin County or Contiguous County and that a copy of such vendor's license is attached to this Affidavit.

_____ That Bidder is a domestic corporation, sole proprietorship, partnership, or joint venture that employs more than one hundred (100) employees in Franklin County, Ohio and/or a county contiguous to Franklin County, Ohio and that documentation supporting such assertion is attached to this Affidavit.

_____ That Bidder is a domestic corporation, sole proprietorship, partnership, or joint venture that has more than fifty percent (50%) of its total employment located within Franklin County, Ohio and/or a county contiguous to Franklin County, Ohio and that documentation supporting such assertion is attached to this Affidavit.

_____ That none of the four assertions set forth above applies to the Bidder.

Affiant's Signature

Affiant's Printed Name

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____
(Date)

(County)

(State)

MINORITY AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says that he/she is
Name of Affiant

_____ of _____ (hereinafter
Affiant's Title *Company Name*

“Bidder”), which is submitting a Bid on a contract with the Solid Waste Authority of Central Ohio, is certified through the State of Ohio’s Minority Business Enterprise (MBE) or the Encouraging Diversity Growth and Equity (EDGE) program, or the Federal Disadvantaged Business Enterprise (DBE) program and that a copy of the supporting documentation is attached to this Affidavit as it applies to said business.

Any person who intentionally misrepresents himself as owning, controlling, operating, or participating in a minority business enterprise for the purpose of obtaining contracts, subcontracts, or any other benefits under sections 123.151 and 125.081 of the Ohio Revised Code shall be guilty of theft by deception as provided in section 2913.02 of the Revised Code and such other provisions as may apply.

Under the penalty of perjury, I certify, to the best of my knowledge, that the above statements are true and accurate.

Affiant's Signature

Affiant's Printed Name

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____
(Date)

(County)

(State)

ENVIRONMENTAL AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says that he/she is
Name of Affiant
_____ of _____ (hereinafter
Affiant's Title *Company Name*
“Bidder”), which is submitting a Bid on a contract with the Solid Waste Authority of Central Ohio,
is certified through a third-party verified Green Business program and that a copy of the
supporting documentation is attached to this Affidavit as it applies to said business.

Under the penalty of perjury, I certify, to the best of my knowledge, that the above
statements are true and accurate.

Affiant's Signature

Affiant's Printed Name

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____
(Date)

(County) (State)

Exhibit B

Sample Contract

The following "Sample Contract" is provided to potential Bidders setting forth the proposed terms, conditions, provisions and/or specifications, which shall govern the relationship of SWACO and the Successful Bidder, if any, upon the award of a contract for the Project.

Contract for the Purchase of Various Aggregate Materials and Related Hauling Services

This Contract for the Purchase of Various Aggregate Materials and Related Hauling Services (“Contract”), is entered into by and between the Solid Waste Authority of Central Ohio (“SWACO”) a regional solid waste authority established pursuant to Ohio Revised Code Section 343.011, and [NAME]. (“Contractor”), with business address of [ADDRESS, CITY STATE ZIP], collectively the “Parties,” pursuant to SWACO’s Procurement Policy.

NOW, THEREFORE, in consideration of the mutual promises herein contained, SWACO and Contractor agree as follows:

1. Term. The term of this Contract shall commence on [DATE], and shall terminate on [DATE]. For multi-year contracts, SWACO’s funds are contingent upon the approval of the annual budget by the Board of Trustees. If the Board of Trustees fails at any time to continue funding for the payments or any other obligations due by SWACO under this Contract, SWACO will be released from its obligations on the date the funding expires. This Contract may be terminated by SWACO for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written “Notice of Termination” to Contractor at least fifteen (15) days prior to the date of the intended early termination of this Contract.

1.1. Non-Exclusivity of Contract. Contractor understands and agrees that this Contract for the provision of Services is not intended to be, nor shall it be construed to be, an exclusive Contract with SWACO for the provision of the type of Services set forth in this Contract.

1.2. Level of Services Requested. SWACO is not required by this Contract to request any Services, or a minimum amount of Services, from the Contractor.

2. Scope of Services. The Contractor shall, from time to time, as requested by SWACO, sell, haul, transfer and deliver to designated SWACO locations various aggregate materials (“Materials”) in accordance with the terms, conditions, and provisions as set forth in the “Request for Bid” attached hereto as Exhibit A, incorporated herein by reference as if fully rewritten and Contractor’s “Bid” attached hereto as Exhibit B, incorporated herein by reference as if fully rewritten (collectively “Services”). Contractor shall perform all Services in accordance with the terms, conditions, and provisions set forth in this Contract and the Exhibits.

2.1. Standard of Care. Contractor shall perform all Services in accordance with professional standards of skill, care, and diligence for Contractor’s profession and in accordance with pertinent provisions of the Ohio Revised Code, the Ohio Administrative Code, federal and/or local statutes, ordinances, rules, and regulations.

2.2. Acceptance or Rejection of Services. SWACO may, in its sole and complete discretion, accept or reject any portion of the Services provided by Contractor. In the event that any portion of the Services is rejected by SWACO, Contractor shall proceed, upon SWACO's request, with correcting any such rejected Services to the reasonable satisfaction of SWACO. The review or acceptance by SWACO of any Services performed by Contractor pursuant to this Contract shall not relieve Contractor of its responsibility to perform such Services pursuant to the terms and conditions of this Contract.

3. Contractor Compensation. At the rates set forth in Exhibit B, SWACO shall pay Contractor for the Services performed in accordance with the Scope of Services an amount not to exceed [AMOUNT] dollars (\$AMOUNT). Compensation shall be inclusive of all costs associated with Contractor providing Services. Upon delivery and completion of any particular Service set forth in the Scope of Services and acceptance by SWACO, the Contractor shall submit to SWACO an invoice setting forth the date that the Services were rendered, a description of the Services rendered, and the total amount of compensation sought. Each invoice shall set forth SWACO's project and purchase order numbers, both of which are set forth at the top of this Contract. SWACO shall pay such invoice within thirty (30) days of its approval by SWACO. However, regardless of when payment is made, and notwithstanding any terms set forth on the invoice and/or any other document to the contrary, SWACO shall never be obligated or liable to Contractor and/or any other party for any late payment or collection costs, fees or interest charges. Notwithstanding any term, condition, or provision set forth in this Contract and/or any other document to the contrary, the total monetary obligation of SWACO under this Contract shall never exceed the total sum of [AMOUNT] dollars (\$AMOUNT).

4. General Duty to Indemnify SWACO. Contractor shall indemnify and hold harmless SWACO, its Trustees, officers, employees, and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including reasonable attorney's fees and other reasonable costs of defense, of any nature, kind, or description, which (a) are caused by or result from the performance of the Services by Contractor, anyone directly or indirectly employed by Contractor, any subcontractor, or anyone for whose acts Contractor is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless, or willful act, error, or omission of Contractor, anyone directly or indirectly employed by Contractor, any subcontractor, or anyone for whose acts Contractor is legally liable. The terms, conditions, and provisions of this paragraph shall survive the termination of this Contract for any reason.

4.1. *Correction, Repair, or Replacement of Insured Losses.* Contractor shall promptly correct, repair, and/or replace any items, work, and/or materials installed as part of the Services and damaged and/or destroyed as a result of an insured loss or damage. Such correction, repair, and/or replacement shall be Contractor's sole responsibility and shall be undertaken and completed at no additional cost to SWACO.

5. Contractor Liability Insurance. Contractor shall purchase and maintain the following liability and other insurance at the indicated limits and under the terms set forth below:

5.1. *General Liability Insurance,* containing the following limits and terms:

5.1.1. \$1,000,000.00 per occurrence

5.1.2. \$2,000,000.00 aggregate

5.1.3. \$1,000,000.00 Products/Completed Operations Aggregate

5.1.4. Name SWACO as an additional insured

5.1.5. Waiver of subrogation in favor of SWACO and all related entities or subsidiaries, employees, agents and/or representatives

5.2. *Automobile Liability Insurance,* containing a limit of \$1,000,000.00 per occurrence.

5.3. *Worker's Compensation and Employer's Liability Insurance,* containing the following limits:

5.3.1. Statutory Limits for the State of Ohio

5.3.2. \$500,000.00/\$500,000.00/\$500,000.00 Employer's Liability Limit

5.4. *Umbrella Liability Insurance* containing the following limits and terms:

5.4.1. \$2,000,000.00 per occurrence

5.4.2. Following Form Coverage

5.5. Each policy of insurance required to be purchased and maintained by the Contractor shall:

5.5.1. Be purchased from an insurance carrier rated by A.M. Best as A-, VII or better.

5.5.2. Each policy and respective certificate of insurance shall expressly provide that should Contractor's insurance lapse, be cancelled, non-renewed, or materially altered, Contractor shall provide SWACO with no less than thirty (30) days prior written notice of such cancellation, non-renewal, expiration, or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance; and

5.5.3. Within fifteen (15) days of the execution of this Contract by SWACO's Executive Director or his designee, Contractor shall without demand furnish SWACO with a certified copy of any insurance certificate and/or additional insured endorsement required to be purchased or maintained by Contractor under the terms of this Contract. Failure of Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by SWACO.

5.6. Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of this Contract until the date of the termination of this Contract or the date of payment of the final invoice issued by Contractor, whichever is later. Failure of Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by SWACO.

5.7. Insurance policies required to be purchased and maintained by Contractor may include a reasonable loss deductible, as is customary for Contractor's industry, which shall be the sole responsibility of Contractor to pay in the event of any covered loss.

5.8. SWACO and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to the requirements set forth above or any other property insurance applicable to the performance of the Services, except such rights as they have to proceeds of such insurance held by SWACO as fiduciary. Contractor agrees to obtain waivers in favor of SWACO of such claims by all of its subcontractors.

5.9. Notwithstanding paragraph 5.8 above, and regardless of the amount of any insurance proceeds recovered by the parties under the insurance policies set forth above, Contractor shall be liable to SWACO for the full amount of any claims, damages, losses, liens, causes of action, suits, judgments and expenses, including reasonable attorney's fees and other reasonable costs of defense, of any nature, kind, or description which are in excess of such insurance proceeds.

6. Entire Contract. This Contract and the attached exhibit(s) represent the entire and integrated contract between SWACO and Contractor and supersede all prior negotiations, representations, agreements, or contracts, either written or oral, between the parties hereto.

7. Effect of Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any terms, conditions, provisions, or sections hereof.
8. No Personal Liability of SWACO Officials. Neither SWACO's Board of Trustees, either individually or collectively, nor any SWACO official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution.
9. Contract Binding on Successors and Assigns. SWACO and Contractor each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract.
10. No Third Party Interest. No person or corporation other than Contractor and SWACO have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision, or covenant herein be construed, so as to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Contract.
11. Assignment by Contractor. Contractor shall not assign or transfer any right, title, or interest in this Contract without the prior written consent of SWACO, which consent may be withheld by SWACO for any or no reason.
12. Construction of Contract Terms. If any paragraph, term, condition, or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other paragraph, term, condition, or provision of this Contract, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable paragraph, term, condition, or provision were not contained herein.
13. Negotiation of Contract Terms, Conditions and Provisions. The parties acknowledge and recognize that each of them participated materially in the negotiation and drafting of this Contract and had access to legal counsel during its negotiation and drafting.
14. Applicable Law; Venue. The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms, conditions, and provisions of this Contract. Any action or proceeding pertaining to this Contract shall be heard in a court of law having appropriate jurisdiction located in Franklin County, Ohio.
15. Delinquent Tax Affidavit. The Delinquent Tax Affidavit executed contemporaneously by Contractor with the execution of this Contract is incorporated herein by reference as if fully rewritten.
16. Contractor is Independent Contractor. Nothing contained in this Contract is intended to be, or shall be, construed to create or establish the relationship of a partnership, joint venture, or other business organization between the parties hereto nor to create an agency, representative, or employment relationship between Contractor or its employees and SWACO. Neither Contractor nor its employees shall be considered an employee of SWACO, nor shall they acquire or be entitled to any compensation, rights, benefits, and/or participation of any kind whatsoever offered by SWACO including, without limitation, participation in the Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability, and severance pay.

17. Compliance with Law. By executing this Contract, Contractor acknowledges that it is in compliance with all federal, State, municipal, and/or other local laws, ordinances, resolutions, rules, and regulations that govern this Contract and its performance including, without limitation, Ohio Revised Code section 3517.13, divisions (I) and (J).
18. Non-Discrimination. Contractor agrees that during the performance of this Contract, Contractor and any subcontractor shall not discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, military status, or national origin. Contractor and any subcontractor shall not discriminate based upon age, race, color, religion, sex, disability, military status, or national origin in any undertaking related to employment including, but not limited to such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
19. Contract Modification. This Contract may be modified by a writing signed by Contractor and SWACO's Executive Director, in accordance with SWACO's procurement policy.
20. Employment Taxes. Each party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments, and/or withholdings for its own personnel, including, but not limited to, federal, State, and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments, together with any interest and penalties not disputed with the appropriate taxing authority.
21. Sales, Use, Excise, and Property Tax. SWACO is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on Contractor in connection with the Services, such will be the sole and exclusive responsibility of Contractor, and Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.
22. Drug-Free Workplace. Contractor will comply with all applicable State and federal laws regarding keeping a drug-free workplace. Contractor will make a good faith effort to ensure that all Contractor's employees, while working on SWACO property, will not have or be under the influence of illegal drugs, alcohol, or abuse prescription drugs in any way.
23. No Waiver. Either party's failure to enforce any provision or term of this Contract shall not be construed as a future or continuing waiver of such provision or term of this Contract.
24. Additional Terms and Conditions. SWACO and Consultant have included additional terms and conditions specific to this Contract as set forth and described in Exhibit C and incorporated herein by reference as if fully rewritten. In the event of a conflict between the Exhibits and the standard terms and conditions provided in Section 1 through Section 26, the standard terms and conditions in Sections 1 through 26 shall prevail.
25. Signatures. The parties agree that facsimile, electronic, or scanned signatures shall be acceptable and shall have the same effect as original signatures.
26. Effective Date. This Contract shall become effective on the date provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates as set forth below.

**SWACO:
Solid Waste Authority of Central Ohio**

By: _____
Ty D. Marsh, Executive Director

Date: _____

**CONTRACTOR:
[COMPANY NAME]**

By: _____
[NAME and TITLE]

Date: _____

Approved as to Form:

Rebecca L. Egelhoff, Managing Counsel
Solid Waste Authority of Central Ohio

Date: _____

SAMPLE

RFB to Purchase Various Aggregate Materials and Related Hauling Services Documents

SAMPLE

Bidder's Bid Documents

SAMPLE

Additional Terms and Conditions

1. From time to time, upon SWACO's request, Contractor shall deliver the requested quantity of a particular aggregate material ("Materials") to a location designated by SWACO. Such requested Materials shall be delivered to the designated location within one (1) day of the SWACO request. The Materials requested shall be deemed received by SWACO when they have been delivered to, and unloaded at, the designated SWACO location.
2. SWACO shall have the right to inspect any load of Materials at the time and place of delivery, and within five (5) business days after receipt of the Materials, SWACO must give notice to Contractor of any claim for damages specified on account of the condition, quality, quantity, or grade of the Materials. Upon receipt of the notice of rejection, Contractor shall immediately arrange to receive back the Materials for shipment and return at Contractor's expense. Contractor may inspect such Materials for nonconformity within twenty-four (24) hours of return of the Materials to Contractor's designated facility. Contractor will ship conforming Materials to the designated SWACO location within one (1) business day of the notice of rejection unless SWACO notifies Contractor to forgo the shipment.
3. The risk of loss from any casualty to the Materials, regardless of the cause, shall be on Contractor up to the time of receipt of the Materials at the designated location by SWACO, but only after proper inspection has been completed by SWACO pursuant to paragraph 2 above and no rejection of the Materials has been issued. Thereafter, the risk of loss from any casualty to the Materials shall be on SWACO, except for any Materials returned to Contractor by SWACO.
4. Contractor warrants to SWACO that all Materials delivered under this Contract shall be free from defect and that all Materials shall conform to the terms, conditions, and provisions set forth in Exhibit B.
5. Contractor shall take precautions for the safety of persons and to prevent injury to persons working under this Contract. Contractor shall comply with all application provisions of federal, State, and municipal safety laws and building codes. Contractor shall comply with rules and regulations promulgated by the United States Department of Labor and the Occupational Safety and Health Act (OSHA), and shall be solely responsible for any fine or cost incurred as a result of any violation or alleged violation of such rules and/or regulation. Methods and equipment for protecting persons and the Materials provided under this Contract shall be subject to the inspection and approval of the appropriate governmental authority having jurisdiction.
6. Any vehicle used to haul Materials under this Contract shall be loaded so as not to exceed the combined or gross weight declared for the vehicle in its regulation under the International Registration Plan. Pursuant to Ohio Revised Code Section 577.04, any vehicle being used to haul materials under this Contract and registered under the International Registration Plan must have its combined or gross weight declared so as to be in conformance with legal weight limitations imposed upon such vehicles traveling on any road or street. SWACO may, in its sole and

complete discretion, spot check any truck and/or trailer load at the point of delivery for conformity to the weight shown on the weight slip or invoices (including without limitation tare weights) provided by the Contractor upon delivery of a load of Materials. Upon the request of SWACO's employee(s), any vehicle chosen for check or inspection shall then proceed to the nearest independent scale for such weight determination. Any vehicle determined to have a gross weight in excess of the combined gross weight declared for the vehicle in its registration under the International Registration Plan will be considered overloaded, and may, at SWACO's sole and complete discretion, be rejected pursuant to paragraph 2 above.

7. Contractor shall deliver the Materials in accordance with professional standards of skill, care, and diligence for the Contractor's profession and in accordance with pertinent provisions of the Ohio Revised Code, the Ohio Administrative Code, federal and/or local statutes, ordinances, rules, and regulations.

8. Task Orders. SWACO may request Contractor to submit a proposal for the performance of Services via written, facsimile, or e-mail communication. Upon issuance of any request for Services, the Parties shall mutually agree upon and set forth a written "Task Order" as to the date and the particular Service to be provided, the total cost of such Services, and such other matters as the parties may mutually agree. The cost of the Services to be provided in each Task Order shall be either on a time and materials basis or shall be for a set total amount. Each Task Order shall set forth a maximum cost amount for completing the Services as described, which shall not be exceeded by Contractor without first obtaining SWACO's written permission to do so.

9. Contractor Responsibilities. Contractor shall be responsible to SWACO for Contractor's Services and the Services of Contractor's subcontractor(s).

10. SWACO Provided Information. SWACO shall:

(a) Provide information and data to Contractor with respect to those subsurface structures known to SWACO, including, without limitation, pipes, tanks, cables, and utilities at or contiguous to the project site, which information may be relied upon by Contractor in accordance with the customary standard of care.

(b) Notify Contractor of any potential hazardous substances or other health and safety hazard or condition known to SWACO existing on or near the project site.

(c) With reasonable promptness, provide required approvals and decisions.

11. Right of Entry. SWACO grants to Contractor, and if the project site is not owned by SWACO, warrants that permission has been granted for, a right of entry from time to time by Contractor, its employees, agents, and subcontractors, upon the project site for the purpose of providing the Services. SWACO recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. In any such case, Contractor shall, prior to undertaking any Services, notify SWACO of how the use of such investigative equipment and practices may alter the existing site and environmental conditions, and obtain written permission from SWACO to proceed if permanent alteration to the existing site, facilities, or environmental conditions may occur or are reasonably anticipated to occur.

12. Operational Covenants. Contractor shall conduct its activities under this Contract in such a manner as not to unreasonably interfere with SWACO's use of the Franklin County Sanitary Landfill and/or any other SWACO facilities. Any such noise, odor, or other environmental impact levels produced by Contractor as a result of its operations or performance of the Services shall not cause a nuisance to the surrounding community, nor shall such noise, odor, or other environmental impact levels exceed, at the boundaries of the relevant SWACO facility, applicable State or local standards for noise, odor, or environmental impact levels. Contractor shall promptly mitigate any noise, odor, or other environmental impacts caused by its operations or performance of the Services which result in violations of law or meritorious complaints to SWACO. Contractor shall further operate any SWACO facility systems and/or any SWACO-supplied equipment in a prudent manner in accordance with sound engineering practices and in a manner consistent with that used by industry specialists providing same or similar services, as well as all applicable federal, State, and local laws, rules, ordinances, and regulations. Contractor agrees to maintain those facility systems for which its Services are contemplated under this Contract, as well as all associated SWACO-purchased equipment, in good working order throughout the term of this Contract.

13. Document Ownership. All documents, including, without limitation, reports, plans, sketches, specifications, drawings, and designs, prepared in whole or in part by Contractor and/or Contractor's subcontractor in connection with the rendering of Services shall become the property of SWACO whether the specific Service for which such document was prepared is completed.

(a) All documents which have been prepared in the course of performing the Services shall be submitted to SWACO upon the completion of the particular Service for which the document has been created, at the close of the project, or within three (3) business days of SWACO's written request for such documentation, whichever occurs earlier.

(b) Contractor may retain copies of such documents for information and reference.

(c) SWACO may use such documents for whatever purpose it deems appropriate without providing additional compensation to Contractor.

(d) The terms of this paragraph shall survive the termination of this Contract for any reason.

14. Use of Documents. In using any findings, report, or document created as a result of Contractor's performance of the Services, the Parties agree that SWACO has the unrestricted right to use and/or submit said to any other person, company, organization, or agency which SWACO deems necessary for any other purpose related to SWACO. Contractor hereby consents to the reuse of any findings, report, or document on any extension of this project or on any other project related to SWACO; any such reuse shall be at SWACO's sole risk.

15. Records. Contractor shall maintain and provide to SWACO any documents, work papers, worksheets, price lists, manuals, maps, photographs, drawings, specifications, and any other documents which verify and/or support the information and/or estimate(s) as set forth in any findings or reports submitted, any invoice, and/or other document or thing provided by Contractor to SWACO under the Contract and/or any Task Order (collectively "Records"). Such duty to maintain and provide the Records shall include any that may be in the possession of or generated by any subcontractor of Contractor. All such Records shall be kept by Contractor until three (3) years after the termination of this Contract for any reason.

16. Hazardous Substances. All nonhazardous samples and by-products generated in connection with the Services shall be disposed of by Contractor in accordance with applicable law; provided, however, that any and all such materials, including all hazardous wastes, radioactive wastes, or hazardous substances (collectively, "Hazardous Substances"), that cannot be introduced back into the environment under existing law without additional treatment, shall be packaged in accordance with applicable law by Contractor. Contractor shall not arrange or otherwise dispose of Hazardous Substances under this Agreement without appropriate notification to SWACO. Contractor, at SWACO's request, may assist SWACO in identifying appropriate alternatives for off-site treatment, storage, or disposal of the Hazardous Substances, but Contractor shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility, nor subcontract such activities through transporters or others. SWACO shall sign all necessary manifests for the disposal of such Hazardous Substances. If SWACO requires (i) Contractor's agents or employees to sign such manifests, or (ii) Contractor to hire an independent contractor for Hazardous Substances transportation, treatment, or disposal, then for these two purposes, Contractor shall be considered to act as SWACO's agent so that Contractor will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

17. Prevailing Wages to Be Paid, if applicable. If the Service to be provided by Contractor exceeds the threshold amount pursuant to Chapter 4115 of the Ohio Revised Code, as adjusted from time to time, and the type of Service is not specifically exempted by law, the prevailing wage requirement is triggered, and the following terms shall apply:

- (a) Contractor shall pay the prevailing wage rates of the project locality, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, for all laborers and mechanics performing work on the project.
- (b) Contractor shall comply with the provisions, duties, obligations of, and be subject to the remedies and penalties of, Ohio Revised Code Chapter 4115, Wages and Hours on Public Works.
- (c) SWACO shall, within seven (7) working days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of such change. Contractor shall make the necessary adjustment in the prevailing wage rate and pay any wage increase to its employees during the term of the Contract.
- (d) Within ten (10) days of the date of the Notice to Proceed, the Contractor shall provide SWACO's prevailing wage coordinator with a schedule of dates during the term of the Contract on which wages will be paid to employees for the Project.
- (e) Contractor shall submit payroll reports with each invoice in which any portion of the amount requested is attributable to labor. All payroll reports shall be certified by the Contractor that the payroll is correct and complete, and the wage rates shown are not less than those required by the Contract. Contractor shall be responsible for submitting all payroll reports of the Contractor's subcontractors.
- (f) Each payroll report shall indicate the period covered and shall include a list containing the name, address, and social security number of each employee of the Contractor and the Contractor's subcontractors paid for the work. Each payroll report shall also set forth the number of hours each employee worked each day on the project during the reporting period, the total hours worked by each employee during each week on the project, the employee's hourly rate of pay, the employee's job classification, the employee's fringe benefits, and all

deductions from the employee's wages and net pay. The payroll report shall also list each fringe benefit and state if it is paid as cash to the employee or pursuant to a named plan.

(g) Contractor and Contractor's subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the project. Before any final payment of funds is made to Contractor, Contractor shall file with SWACO the affidavit required by Ohio Revised Code Section 4115.07.

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