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City of Groveport  
City of Whitehall  
Village of Brice  
Clinton Township  
Madison Township  
Pleasant Township  
Sharon Township  
Truro Township



## 2025 Consortium

Invitation to Bid for the Provision of Recycling Services; Acceptance of Delivery and Processing of Recycling Materials Generated in and Collected from Residential Units in Participating Communities, from Municipal Facilities and During Special Events

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**January 16, 2025**

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## LEGAL NOTICE TO BIDDERS

The Cities of Groveport and Whitehall; the Townships of Clinton, Madison, Pleasant, Sharon and Truro; and the Village of Brice (individually, “Participating Community” and collectively, “Participating Communities”) are cooperating in a Joint Bid Process to select a facility to process source-separated recyclable materials (“Recycling Services”). The Joint Bid Process offers an opportunity to provide the Recycling Services to up to approximately 15,108 households. Each Participating Community will individually evaluate and award contracts for the Recycling Services based upon its own bid and contract award requirements. The Joint Bid Process requires bid submissions to be submitted by 1:30 p.m. on February 20, 2025 for Recycling Services. Bids will be accepted for a five (5)- year term for Recycling Services, beginning January 1, 2026 through December 31, 2030.

Bidders for Recycling Services shall submit a bid for a not-to-exceed price per ton for processing Recyclable Materials based upon estimated volumes collected curbside from Participating Communities’ Residential Units and Residential Unit Equivalents and collected at Participating Communities’ Municipal Facilities and Special Events. The bid price may contain a revenue-sharing model for the processing of Recyclable Materials delivered to the Successful Bidders Legitimate Recycling Facility. The lowest price and best bid for Recycling Services shall be based upon the highest amount of payment by the Bidder for Recyclable Materials received and processed from the Participating Community and the lowest price to be paid, if any, by the Collection Contractor for processing of Recyclable Materials collected from the Participating Community and delivered to the Successful Bidders Legitimate Recycling Facility.

The Participating Communities will receive sealed electronic bids for the Recycling Services until 1:30 p.m. on February 20, 2025, which will then be electronically opened at that time. The public opening will occur at the SWACO Administrative Offices, Executive Board Room, 4239 London Groveport Road, Grove City, OH 43123. **The public opening may also be viewed from your computer, table or smartphone on Microsoft Teams, at:**

**[Join the meeting now](#)**

Meeting ID: 268 842 925 259, Passcode: YM2Yr7Wo, **Dial in by phone [+1 513-301-2202,921762755#](#)** United States, Cincinnati, Phone conference ID: 921 762 755#

All Bids shall:

- a) be submitted on the Bid Forms contained in the Bid Documents;
- b) contain all information/documentation required by the Bid Documents;
- c) be uploaded, as a PDF, to the link provided in the Bid Documents (<https://swaco.sharefile.com/r-ra86456960fec4b17839b04e88383511f>) marked “RECYCLING SERVICES BID” with Bidder’s name; NO ZIP FILES will be accepted.
- d) include one (1) electronic copy; and
- e) unless a Bidder has made alternative arrangements with any Participating Community, include a separate Bid Bond for each Participating Community as security that if a bid is accepted, a contract will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the agreements in the Bid Documents.

Additional Bid Details:

- a) Bids will be considered valid until 270 days after the bid opening date, although not accepted or rejected. More detailed instructions to Bidders are contained in the Bid Documents.
- b) Each Participating Community reserves the right to abandon the Joint Bid Process and

to reject any or all bids at any time.

c) Copies of the Bid Documents are on file and may be obtained from SWACO as provided by SWACO's public records policy, and may be obtained on the web at <http://www.swaco.org/public-notice.aspx> or from the participating communities.

d) In order to ensure that potential Bidders receive addenda, if any, please register to receive ITB notifications at <https://www.swaco.org/Bids.aspx>. Registration and providing complete and accurate information is the only way to ensure that interested Bidders receive subsequent bid addenda, if any.

PUBLISH: The Daily Reporter  
(Newspaper)

January 16, 2025 and January 23, 2025  
(Dates)

## **OVERVIEW OF THE INVITATIONS TO BID AND INSTRUCTIONS TO BIDDERS**

The 2025 Consortium II (collectively, “Consortium II”), issue these Invitations to Bid as part of a Joint Bid Process for the purpose of obtaining bids for the provision of Recycling Services. Capitalized terms used throughout this Overview of the Invitations to Bid and Instructions to Bidders and attached Bid Documents are defined in Exhibit A, Definitions.

**Introduction.** The following communities, including: the Cities of Groveport and Whitehall; the Townships of Clinton, Madison, Pleasant, Sharon and Truro; and the Village of Brice (individually, “Participating Community” and/or collectively “Participating Communities”) have agreed to participate in a cooperative Joint Bid Process to select a Recyclable Materials processing facility (“Recycling Services”).

This Joint Bid Process offers Bidders an opportunity to provide the Recycling Services, depending on the bids accepted by each of the Participating Communities, to an estimated: (a) 15,108 Residential Units and Residential Unit Equivalents; (b) additional Residential Units and Residential Unit Equivalents located in political subdivisions located within the Solid Waste Management District that may “opt in” at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

Each Participating Community has provided its estimated number of Residential Units and Residential Unit Equivalents. This information is provided for the Bidder’s convenience only. The actual number of Residential Units and Residential Unit Equivalents will vary over the course of the contract period, and the Participating Communities do not guarantee the accuracy of this data.

**TABLE 1**

<b>Participating Community</b>	<b>Number of Residential Units</b>	<b>Annual Recyclable Material Tonnage</b>
City of Groveport	2,153	216
City of Whitehall	5,300	941
Madison Twp.	3,100	366
Pleasant Twp.	1,700	400
Clinton Twp.	1,431	190
Sharon Twp.	1,068	114
Truro Twp.	310	38
Village of Brice	46	4
<b>Total</b>	<b>15,108</b>	<b>2,269</b>

Each Participating Community will evaluate and award contracts for the Recycling Services based on each Participating Community’s requirements for the consideration of bids and awarding of contracts. These instructions incorporate the Legal Notice to Bidders.

Qualified Bidders are invited to respond to the Invitations to Bid if they desire to provide the Recycling Services for Residential Units, Residential Unit Equivalents, Municipal Facilities and for Special Events located within the Participating Communities. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide the Recycling Services upon which they are bidding and be able to fulfill all of the terms and conditions contained in the attached Recycling Services Agreement. Bidders are required to submit proof of qualifications, references, experience and financial good standing to be considered for a bid award. Inexperienced or unqualified Bidders will not be considered.

Bidders must submit a complete set of Bid Documents to the Participating Communities in the manner described herein. After receiving the bids, the Participating Communities will review all bids and choose a Successful Bidder(s) for provision of the Recycling Services. The Participating Communities will individually execute an agreement with the Successful Bidder(s) that is in substantially the same form as the draft agreement contained in the Bid Documents.

Bidders are required to submit a separate Bid Bond in the amount of five thousand dollars (\$5,000) for each of the Participating Communities, and the Successful Bidder(s) will be required to submit a Performance Bond for each agreement for the Recycling Services in the amount of twenty-five thousand dollars (\$25,000.00) for each of the Participating Communities. There is no limit on the number of contracts that may be awarded to a single Bidder; however, no bid will be accepted that requires a Bidder be awarded more than one service as a condition of acceptance of any bid. Each Participating Community individually reserves the right to abandon participation in the Joint Bid Process for any reason, and/or reject any bid that is unresponsive or conditional, and waive any and all nonconformities or irregularities contained in the bid that do not affect price. Such right shall be at the sole discretion of each Participating Community.

**SCHEDULE**

January 16, 2025	First Public Notice Advertisement for Recycling Services
January 23, 2025	Second Public Notice Advertisement for Recycling Services
January 30, 2025	Deadline for Receipt of Written Requests for Interpretations of Bid Documents for Recycling Services
February 6, 2025	Deadline for Written Addendum Release, if necessary
February 20, 2025	Bid Submission Deadline for Recycling Services at 1:30 p.m.

**Terms.** The Recycling Service Agreement for Consortium II communities will be for a five (5)-year term.

**Bid Documents.** Copies of the Bid Documents may be obtained as published in the Legal

Notice, on SWACO's website, and as stated herein. The Participating Communities, SWACO, and any consultants they employ, may solely make copies of the Bid Documents available for the purpose of obtaining bids for the Recycling Services, and do not confer upon anyone a license or grant for any other use of the Bid Documents. Neither the Participating Communities, SWACO, nor any consultants employed to prepare the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. The Bid Documents are comprised of the following:

1. LEGAL NOTICE TO BIDDERS
2. OVERVIEW OF INVITATION TO BID AND INSTRUCTIONS TO BIDDERS FOR THE PROVISION OF RECYCLING SERVICES
3. GENERAL BID DOCUMENTS
  - QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT
  - W-9 FORM
  - CORPORATE AFFIDAVIT
  - NON-COLLUSION AFFIDAVIT
  - PERSONAL PROPERTY TAX AFFIDAVIT
  - BID BOND (RECYCLING SERVICES)
  - NOTICE OF AWARD (RECYCLING SERVICES)
4. RECYCLING SERVICES AGREEMENT
  - EXHIBIT A, DEFINED TERMS
  - EXHIBIT B, PERFORMANCE BOND
  - EXHIBIT C, BID FORM

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such bid) and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each bid by a corporation must include the Corporate Affidavit. Each corporate Bidder must also submit evidence of good standing in the Bidder's state of incorporation and that the Bidder is qualified to conduct business in the State of Ohio. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the bid must accompany the bid. The official address of the partnership must be shown below the signature. Every bid shall be signed and, if necessary, shall be accompanied by an appropriate power of attorney. Attorneys-in-fact who sign any Bid Documents must include a valid power of attorney with the submitted bid.

If the Bidder is not qualified to conduct business in the State of Ohio, the Bidder must represent and warrant to the Participating Communities that the Bidder will take all necessary steps to qualify to conduct business in Ohio, should the Bidder become a Successful Bidder. The failure of the Bidder to submit evidence of its qualification to conduct business within the State of Ohio within fourteen (14) days of receipt of a Notice of Award shall terminate the award and surrender

the Bid Bond(s) or other bid security to the Participating Communities.

Each Bidder shall execute and submit the Non-Collusion Affidavit and the Personal Property Taxes Affidavit at the time of submitting a bid. Each Bidder shall complete and attach a Qualifications and Financial Capability Statement, explaining in detail the experience of the Bidder in performing work similar to the Recycling Services. The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise performance of the Recycling Services. The Qualifications and Financial Capability Statement shall also include appropriate business and bank credit references with contact information who can be contacted to verify the financial condition of the Bidder. The Participating Communities reserve the right to request additional information with respect to the qualifications and financial condition of any and all Bidders, their subcontractors or personnel, which must be provided in writing within five (5) days of any such request.

Each bid for Recycling Services shall include a separate Bid Bond in the amount of five thousand dollars (\$5,000) for each Participating Community as security that if the Bid is accepted, an agreement will be entered into within ten business (10) days of receipt of the Notice of Award, in accordance with the terms and conditions of the agreement contained in the Bid Documents with each individual Participating Community. The Bid Bonds of all Bidders shall be returned when the Participating Communities have executed the Recycling Services Agreement with a Successful Bidder and have been furnished with the necessary Performance Bonds, the Joint Bid Process has been abandoned, or when any or all bids have been rejected.

In addition to the required Bid Bond, unless waived by an individual Participating Community, a Successful Bidder for Recycling Services, within ten business (10) days after receiving a Notice of Award, shall furnish a Performance Bond executed by a duly authorized surety, acceptable to each individual Participating Community in all respects, in the amount of twenty-five thousand dollars (\$25,000.00) for each Participating Community. The Performance Bond shall serve as a guarantee that if an agreement is entered into, the Recycling Services will be fully performed. A Performance Bond for the Recycling Services Agreement shall be maintained in the above-stated amount(s) for the entire term and any extension of the agreement. No surety shall be released from any Performance Bond until a replacement bond is secured and executed.

**Recycling Services Provided and Compensation.** The Successful Bidder for Recycling Services shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials. As markets and technologies change, specific materials may be added or deleted from the list of accepted Recyclable Materials upon mutual agreement of the parties. However, the Successful Bidder shall accept and process for recycling at least the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles, jugs (all colors and resin types) and polypropylene tubs and cups (all colors), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles, glass jars (all colors). The processor may identify other material types accepted (e.g., clamshell containers).

Bidders for Recycling Services shall submit a bid for a not-to-exceed price per ton for processing Recyclable Materials based upon estimated volumes collected curbside from Participating Communities' Residential Units and Residential Unit Equivalents and collected at Participating Communities' Municipal Facilities and Special Events. The bid price may contain a revenue-

sharing model for the processing of Recyclable Materials delivered to the Successful Bidders Legitimate Recycling Facility. The lowest price and best bid for Recycling Services shall be based upon the highest amount of payment by the Bidder for Recyclable Materials received and processed from the Participating Community and the lowest price to be paid, if any, by the Collection Contractor for processing of Recyclable Materials collected from the Participating Community and delivered to the Successful Bidders Legitimate Recycling Facility. All bids shall be submitted in dollar amounts and shall include any and all costs of acceptance and processing of recyclable material. **Preference will be given for revenue-sharing proposals** and any revenues will be paid to each individual Participating Community in proportion to the tonnage of Recyclable Materials delivered from that Participating Community. All fees, if any, for Recycling Services shall be paid by the Participating Community's Collection Contractor.

For any Recyclable Materials revenue-sharing model, the calculation of such revenues must be tied to a mutually agreed-upon verifiable source identified in the bid. The Bidder and Participating Communities must also agree upon a base-line amount, and regular adjustment periods, at least once annually.

**Consideration of Bids.** All bids received in conformity with the Legal Notice to Bidders and the specifications therein shall be considered as soon as practicable and become a public record. An abstract of the bids will be made available after the opening of bids. The Participating Communities shall first determine the lowest and best Recycling Services Bid. The Participating Communities will provisionally award the Recycling Services designation, and provide information regarding the provisional designation to all Bidders. The provisional designation shall be used by Bidders submitting Bids pursuant to the separate bidding process for Collection Services.

No bid will be considered that requires a Bidder be awarded any other service, or an agreement with any other Participating Community, as a condition of acceptance of any bid. No bid will be considered that is not offered to each of the Participating Communities on the terms and conditions set forth in the Bid Form. Bidders must disclose any and all exceptions to the Recycling Services Agreement, and provide proposed substitute or revised language for any such exception to avoid a determination by the Participating Communities that any such exception is a conditional bid. The Participating Communities will not accept any alternative contract language that affects price.

All Bids shall remain open for two hundred and seventy (270) days after the opening, but any Participating Community may, in its discretion, release any bid prior to that time and return the Bid Bond. A release as to an individual Participating Community does not release the bid as to any other Participating Community.

The Participating Communities may conduct any investigation, jointly or individually, deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of any Bidder, proposed subcontractors and other persons and organizations who will provide the services, materials or equipment or assist the Bidder in the delivery of the Recycling Services.

Each Participating Community will deliver any Notice(s) of Award within 30 days of approval by each Participating Community's legislative body. When a Participating Community

sends such Notice of Award to the Successful Bidder(s), the Participating Community will forward at least two (2) unsigned counterparts of the appropriate agreement(s). Within ten (10) days thereafter, Successful Bidders shall sign and deliver to the Participating Community at least two (2) counterparts of such agreement. Within fifteen (15) days thereafter, the Participating Community will deliver one (1) fully signed counterpart of such agreement to each Successful Bidder. If any Successful Bidder fails to execute and return the agreement within ten (10) days of receiving a Notice of Award, then the Participating Community, at their option, may determine that the Bidder has abandoned the agreement. The Participating Communities may then determine that the bid is null and void, and the Bid Bond or other acceptable bid security accompanying the bid shall be forfeited to and become the property of the Participating Community.

The Recycling Services Agreement, if awarded, will be awarded to the Bidder(s) submitting the lowest and best bid considering all options and considering such factors, including but not limited to, the bid price per ton and any revenue share per ton, if applicable.

Notwithstanding these provisions, the Participating Communities reserve the right to negotiate agreement terms, as permitted by law, with the Bidder determined to be lowest and best and the right to accept or reject any or all bids both jointly and individually. Rejection of a bid by any individual Participating Community in no way affects the ability of any other Participating Community to consider or accept such bid.

**Bid Submission Process.** The Participating Communities will receive sealed electronic bids for the Recycling Services until 1:30 p.m. on February 20, 2025, which will then be electronically opened at that time. The public opening will occur at the SWACO Administrative Offices, Executive Board Room, 4239 London Groveport Road, Grove City, OH 43123. **The public opening may also be viewed from your computer, table or smartphone on Microsoft Teams, at:**

[Join the meeting now](#)

Meeting ID: 268 842 925 259, Passcode: YM2Yr7Wo, **Dial in by phone** [+1 513-301-2202,,921762755#](tel:+15133012202921762755) United States, Cincinnati, Phone conference ID: 921 762 755#

All Bids shall:

- a) be submitted on the Bid Forms contained in the Bid Documents;
- b) contain all information/documentation required by the Bid Documents;
- c) be uploaded, as a PDF, to the link provided in the Bid Documents (<https://swaco.sharefile.com/r-ra86456960fec4b17839b04e88383511f>) marked "RECYCLING SERVICES BID" with Bidder's name; NO ZIP FILES will be accepted.
- d) include one (1) electronic copy; and

e) unless a Bidder has made alternative arrangements with any Participating Community, include a separate Bid Bond for each Participating Community as security that if a bid is accepted, a contract will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the agreements in the Bid Documents. Any questions relating to the electronic bid submission may be addressed to [procurement@swaco.org](mailto:procurement@swaco.org).

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

**Bids will be considered valid until 270 days after the bid opening date, although not accepted or rejected.** The Participating Communities may, in their discretion, release any bid prior to that time and return the Bid Bonds.

Copies of the Bid Documents are on file and may be obtained from SWACO as provided by SWACO's public records policy, and may be obtained on the web at <http://www.swaco.org/public-notice.aspx>, or at the participating communities. In order to ensure that potential Bidders receive addenda, if any, please register to receive ITB notifications at <https://www.swaco.org/Bids.aspx>. Registration and providing complete and accurate information is the only way to ensure that interested Bidders receive subsequent bid addenda, if any. Providing complete information is the only way to ensure that interested Bidders receive subsequent Bid addenda, if any.

**Representations and Warranties.** By submitting a bid, each Bidder represents and warrants to the Participating Communities that:

- (1) Bidder has read and understands the Bid Documents;
- (2) Bidder will provide the Recycling Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Recycling Services; and
- (3) Bidder and Bidder's agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, age, disability, national origin, or ancestry, against any person or employee of the Bidder.

**Questions.** No interpretation of the meaning of the Instructions to Bidders or Bid Documents will be made to any Bidder orally. A written request for an interpretation of the Bid Documents may be addressed or e-mailed to Joseph R. Durham, Eastman & Smith Ltd., 250 Civic Center Drive, Suite 280, Columbus, Ohio, 43215, [jrdurham@eastmansmith.com](mailto:jrdurham@eastmansmith.com). Any such written request for interpretation must be received on or before January 30, 2025 for Recycling Services, to be given consideration and to ensure sufficient time for the Participating Communities to issue a response. Any interpretation or supplemental instructions will be in the form of a written addendum to the Instructions to Bidders and Bid Documents which, if issued, will be provided to all prospective Bidders (at the respective facsimile number or e-mail address required to be furnished for such purposes), no later than February 6, 2025. Failure of any Bidder to receive any such interpretation or addendum shall not relieve such Bidder from any obligation under their Bid as submitted. Any addendum issued shall become part of the Bid Documents and will be available for inspection in the same manner as the original Bid Document.



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	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.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

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

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	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](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://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](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional 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 <sup>4</sup>
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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](mailto: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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**CORPORATE AFFIDAVIT**

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_, being duly sworn, deposes and says that he/she is Secretary of the \_\_\_\_\_, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

\_\_\_\_\_  
Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

\_\_\_\_\_  
Name of Corporation

AFFIANT further says that: \_\_\_\_\_  
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

\_\_\_\_\_  
Name of Agreement

for said Corporation by virtue of:

\_\_\_\_\_  
(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

\_\_\_\_\_  
Signature

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

CONTRACTOR \_\_\_\_\_,  
(Name)

being first duly sworn, deposes and says that he/she is \_\_\_\_\_ of  
(sole owner, a partner, president, etc.)

\_\_\_\_\_  
(company)

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to submit a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business

Signed: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**PERSONAL PROPERTY TAXES AFFIDAVIT**  
**(ORC 5719.042)**

STATE OF OHIO  
COUNTY OF \_\_\_\_\_ ss:

The AFFIANT, being first duly sworn, states that he/she is the

\_\_\_\_\_  
Title and Name of Company

And that he/she or \_\_\_\_\_  
Name of Company

was:

(1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of \_\_\_\_\_, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services.

(OR)

(2) CHARGED with delinquent personal property taxes on the general tax list of personal property of \_\_\_\_\_, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught:

COMPANY

AFFIANT AND TITLE

\_\_\_\_\_  
Sworn to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**BID BOND FOR RECYCLING PROCESSING SERVICES**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, [insert name of principal] (as "Principal") and \_\_\_\_\_, [insert name of surety](as "Surety") \_\_\_\_\_, a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the community of \_\_\_\_\_, Ohio (as "Obligee"), in the sum of \_\_\_\_\_ **dollars (\$ \_\_\_\_\_ .00)**, in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by this Bid Bond.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, submit a Bid to the Obligee for the Acceptance of Delivery and Processing of Recyclable Materials generated in and collected from Residential Units and Municipal Facilities within and by the community of \_\_\_\_\_, Ohio, including certain Special Events conducted within the jurisdiction of the Obligee ("Recycling Services").

**NOW, THEREFORE**, if the Recycling Services Bid of the Principal is accepted by the Obligee, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Recycling Services Agreement with the Obligee in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Recycling Services Agreement. If the Bid of the Principal is not accepted by the Obligee, then the above obligation will be void and of no effect. If the Bid of the Principal is accepted, but the Principal fails to enter into such Recycling Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. This Bid Bond is issued by the Surety subject to the condition that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may be able to award the Recycling Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of their use, are defined in Bid Documents.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Bid Bond under their several seals, if any, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by their respective representatives, pursuant to authority of their respective governing bodies.

(Name of Principal)\* \_\_\_\_\_

\_\_\_\_\_  
(Affix Corporate Seal)

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

(Name of Corporate Surety)\* \_\_\_\_\_

\_\_\_\_\_  
(Affix Corporate Seal)

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Legal Status of the Principal**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Bid Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_.

**An INDIVIDUAL** whose signature is affixed to this Bid Bond, doing business under the firm name and style of \_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Bid Bond; that \_\_\_\_\_, who signed the Bid Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Affix Corporate Seal)

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: Acceptance of Delivery and Processing of Recyclable Materials for 2025 Consortium II:**

**The Recycling Services Agreement shall be a five (5)-year term, commencing 12:01 a.m., the January 1, 2026, and expiring at midnight, December 31, 2030.**

The (City/Township/Village) of \_\_\_\_\_, Ohio has considered the bid submitted by you for the above-described project in response to the public notice and Invitation to Bid. You are hereby notified that your bid to provide Acceptance of Delivery and Processing of Recyclable Materials has been accepted.

You are required by the Instructions to Bidders to execute the Recycling Services Agreement within ten (10) calendar days from the date of this notice to you. If you fail to execute the Recycling Services Agreement within ten (10) days from the date of this Notice of Award, the (City/Township/Village) will be entitled to consider all of your rights arising out of the award of the bid to you as abandoned. The (City/Township/Village) will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the (City/Township/Village) within ten (10) calendar days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF RECYCLABLE  
MATERIALS GENERATED IN AND COLLECTED FROM THE  
CITY/VILLAGE/TOWNSHIP OF \_\_\_\_\_, OHIO**

**THIS AGREEMENT** for the acceptance and processing of Recyclable Materials generated in and collected from within the community of \_\_\_\_\_, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, is by and between the community of \_\_\_\_\_, Ohio (“Participating Community”), with its offices located at \_\_\_\_\_ (address), and \_\_\_\_\_ (“Contractor”), a \_\_\_\_\_ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture], with an office located at \_\_\_\_\_ (address).

**RECITALS**

**WHEREAS**, pursuant to Section 715.43 and Section 3707.43 or Section 505.27 of the Ohio Revised Code, the Participating Community may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Participating Community; and

**WHEREAS**, the Participating Community has determined that it is in the best interests of the Participating Community and its residents that the Participating Community arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units, Residential Unit Equivalents and Municipal Facilities and during Special Events located within the Participating Community from a single Contractor on an exclusive basis (“Recycling Services”); and

**WHEREAS**, on January 16, 2025 and on January 23, 2025, the Participating Community, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2024 Solid Waste Consortiums”), invited through advertisement in the Daily Reporter qualified providers of the Recycling Services to submit bids to provide Recycling Services on the terms and conditions contained herein; and

**WHEREAS**, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as \_\_\_\_\_, and located at \_\_\_\_\_ (“Identified Facility”); and

**WHEREAS**, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Participating Community; and

**WHEREAS**, the Participating Community has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Participating Community; and

**WHEREAS**, in reliance upon the Contractor’s Bid, the Participating Community requires that the Collection Contractor deliver all Recyclable Materials to the Contractor’s Identified Facility for processing by the Contractor; and

**WHEREAS**, the Participating Community desires to accept the Contractor’s Recycling Services Bid and engage the Contractor to be the sole provider of Recycling Services; and

**WHEREAS**, the Participating Community and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants below, the parties incorporate the foregoing recitals and agree as follows:

### **ARTICLE I - DEFINITIONS**

The capitalized terms used herein shall be defined in Exhibit A, which is attached and incorporated.

### **ARTICLE II - TERM**

**2.1. Term of Agreement.** The term of this Agreement shall be a five (5) year term. The Agreement shall commence on January 1, 2026 upon its execution by both parties hereto and shall expire on December 31, 2030. The Participating Community shall have a right to terminate at any time for cause. Cause includes but is not limited to violation of the terms of this Agreement, substantial non-performance, or as set forth in in paragraph 3.5 herein.

### **ARTICLE III – CONTRACTOR’S OBLIGATIONS**

**3.1. Recycling Services.** The Contractor agrees to accept any and all Recyclable Materials generated and collected from within the Participating Community and delivered to the Contractor’s Identified Facility by the Participating Community’s Collection Contractor, the Participating Community or its Residents during the term and any renewal term of this Agreement. The Contractor shall make such Recycling Services available to the Collection Contractor between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

**3.2. Charges for Recycling Services.** The Contractor agrees that it shall charge the Participating Community’s Collection Contractor, as applicable, an amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) per ton, or pay to the Participating Community a amount not to exceed \_\_\_\_\_dollars (\$\_\_\_\_\_) in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit C, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor.

**3.3. Recyclable Materials.** The Successful Bidder shall accept and process for recycling not less than the following Recyclable Materials: steel cans, aluminum cans (including empty

aerosol containers), plastic bottles, jugs (all colors and resin types), and polypropylene tubs and cups (all colors), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors).. The processor may identify other material types accepted (e.g., clamshell containers).

- 3.4. Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit B, executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to Participating Community, in the amount of twenty-five thousand dollars (\$25,000.00).
- 3.5. Performance Assurance.** The Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the Participating Community its written response. In the event that the Participating Community, in good faith, does not agree that the Contractor's response provides adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement and terminate the Agreement or take such other action the Participating Community deems necessary to assure that the Recycling Services will be provided to the Participating Community and its Residents.
- 3.6. Notice Requirement** The Contractor shall immediately notify the Participating Community of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not issue a fee other than the per ton bid price for processing Recyclable Materials or refuse to accept any Recyclable Materials collected from within the Participating Community delivered by the Collection Contractor for processing for any reason, including but not limited to contamination, unless and until the Participating Community has been notified, provided photographic evidence, and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.
- 3.7. Environmental Indemnification.** The Contractor shall save, indemnify and hold the Participating Community, its members of council, employees, agents, officers and consultants (each a "Participating Community Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Participating Community

Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any Participating Community Indemnatee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.

- 3.8. Employment Practices.** The Contractor agrees that the Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.
- 3.9. Compliance with Applicable Laws.** The Contractor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio (including Rule 4-2017) which may apply to the performance of the Recycling Services.
- 3.10. Volume of Generation.** The Contractor acknowledges that the Participating Community makes no commitment that any specific amount of Recyclable Materials will be available for processing.
- 3.11. Records and Inspections.** The Recycling Services Contractor shall permit representatives of the Participating Community and/or SWACO, at the Participating Community and/or SWACO's sole expense, respectively, to inspect the Identified Facility, audit, or obtain copies of: Recyclable Materials log sheets; weight tickets; gate receipts; and any documents relevant to processing fees and rebates that are maintained by the Identified Facility for incoming, outgoing, delivery to market, or sale of Recyclable Materials and residual Solid Waste attributable to the Participating Community, including material allocations, contamination levels, and any processing fees identified in a revenue sharing formula. Any such inspection or copying requested by the Participating Community and/or SWACO shall be conducted during the Identified Facility's normal business hours and the Participating Community and/or SWACO shall give the Recycling Services Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the Participating Community and/or SWACO requests copies of log sheets, weight tickets, gate receipts, or any documents relevant to processing fees and rebates, the Recycling Services Contractor agrees to make such copies available to the Participating Community within a reasonable time.

#### **ARTICLE IV – MISCELLANEOUS**

- 4.1. Bid Forms.** The Bid Form attached as Exhibit C is hereby incorporated. In the event of

any conflict between the Bid Forms and a provision of this Agreement, this Agreement shall control.

- 4.2. **Entire Agreement.** This Agreement and the incorporated Bid Form represent the entire agreement of the parties and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.
- 4.3. **Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested to the Contractor, attention \_\_\_\_\_, and to the Participating Community, attention \_\_\_\_\_, at their respective addresses set forth above. Any change in address must be given in like manner.
- 4.4. **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Participating Community or the Contractor arising out of a breach of this Agreement by the Participating Community or the Contractor shall be effective unless in writing signed by the Participating Community and Contractor.
- 4.5. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 4.6. **Unenforceable Provision.** If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.
- 4.7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party, provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.
- 4.8. **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the Participating Community and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the Participating Community and the Contractor and not for the benefit of any other party
- 4.9. Political subdivisions located within the Solid Waste Management District that may "opt in" to this contract at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.
- 4.10. At any time during the term of this contract, the Participating Community may "opt in" to a competitively bid recycling processing contract established between SWACO and the Contractor for the acceptance and processing of Recyclable Materials if SWACO has executed such a contract for the purpose of providing recycling processing services that are available to all communities within SWACO's jurisdiction.

**IN WITNESS WHEREOF**, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

**THE CITY / VILLAGE / TOWNSHIP OF**

**\_\_\_\_\_ , OHIO**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Contractor must indicate whether Corporation, Partnership, Limited Liability Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

**[CONTRACTOR]**

---

(Signature)

---

(Printed Name)

---

(Title)

---

(Street Address)

---

(City/State/Zip)

## **EXHIBIT A**

### **DEFINED TERMS**

**2025 Consortium or 2025 Consortium II:** collectively, the Cities of Groveport and Whitehall, the Village of Brice, and the Townships of Clinton, Madison, Pleasant, Sharon, and Truro, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services.

**Bid Bond:** a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services substantially in the form provided in the Bid Documents.

**Bidder:** a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Invitation to Bid or requests for proposals by the Participating Communities.

**Bid Documents:** the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

**Bid Form:** the exhibit to the Recycling Services Agreement included in the Bid Documents upon which a Bidder shall submit its bid price for the acceptance and processing of Recyclable Materials.

**Bid Process:** the bidding process for the Recycling Services designed by the Participating Communities.

**Collection Contractor:** an individual or entity selected by the Participating Communities for the collection of Solid Waste, Recyclable Materials and/or Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Communities, if any.

**Effective Date:** the date of last execution of the Recycling Services Agreement.

**Identified Facility or Designated Facility:** the facility or location where all Recyclable Materials generated in the Participating Communities must be delivered upon commencement of this Recyclable Services Agreement.

**Invitation to Bid:** the request of the Participating Communities to secure the Recycling Services.

**Legitimate Recycling Facility:** an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%)

of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

**Municipal Facilities:** Participating Community-owned buildings, parks, street collection containers and/or other locations, including commercial businesses where a Participating Community collects Recyclable Materials, which may be a source of Participating Community-generated Recyclable Materials.

**Notice of Award:** written notification that a Bid has been accepted for the Recycling Services.

**Participating Community:** the community of \_\_\_\_\_, Ohio, with its principal office located at \_\_\_\_\_, which is a party to this Agreement.

**Participating Communities:** the following political subdivisions, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services, including the Cities of Groveport and Whitehall, the Village of Brice, and the Townships of Clinton, Madison, Pleasant, Sharon, and Truro.

**Performance Bond:** the bond insuring performance of the Recycling Services, to be submitted in substantially the same form as that included in the Bid Documents.

**Recyclable Material:** means not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), and polypropylene tubs and cups (all colors), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles, glass jars (all colors). The processor may identify other material types accepted (e.g., clamshell containers).

**Recycling Services Agreement, Recycling Agreement, or Agreement:** agreement establishing where all Source-Separated Recyclable Materials, except for Food Waste, shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

**Recycling Services:** the acceptance of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be delivered, and the processing of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be processed, pursuant to the Recycling Services Agreement.

**Residential Unit or Units:** all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

**Residential Unit Equivalent:** a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the Participating Community.

**Solid Waste:** unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

**Solid Waste Authority of Central Ohio, or SWACO:** the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

**Source-Separated Recyclable Materials:** Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

**Special Events:** services provided to Municipal Facilities and during Participating Community - identified events listed on Exhibit E, attached to each Participating Community’s Collection Agreement, including but not limited to Participating Community-wide designated clean-up weeks.

**Successful Bidder:** the Bidder that the Participating Communities conclude has submitted the lowest price and best bid for the Recycling Services, receiving a final Notice of Award.

**Unacceptable Materials:** any Solid Waste that does not constitute a Recyclable Material and is not permitted and/or processable at the Designated Facility.

**EXHIBIT B**

**PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Recycling Services Provider (“Principal”) and \_\_\_\_\_ [insert name of surety] (“Surety”), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the community of \_\_\_\_\_, Ohio (“Beneficiary”) Beneficiary in the sum of \_\_\_\_\_ **dollars (\$ \_\_\_\_\_ .00)**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the \_\_\_ day of \_\_\_\_\_, 2025, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials generated within and by Residential Units and Municipal Facilities within the municipal boundaries of the Beneficiary and during certain Special Events conducted within the Beneficiary.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Recycling Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Recycling Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

**PROVIDED FURTHER**, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Recycling Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety’s obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Recycling Services Agreement.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Performance Bond under their several seals, if any, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal Secretary) By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Secretary) By: \_\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Attorney-In-Fact)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**Legal Status of the Principal**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_.

**An INDIVIDUAL** whose signature is affixed to this Performance Bond, doing business under the firm name and style of \_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Performance Bond; that \_\_\_\_\_, who signed the Performance Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

**EXHIBIT C**

**BID FORM FOR THE PROCESSING OF RECYCLABLE MATERIALS  
FOR CONSORTIUM II**

**Five (5)- Year Term  
1/1/2026 – 12/31/2030**

Not to exceed cost per ton bid price for processing of Recyclable  
Materials

\$ \_\_\_\_\_

Not to exceed payment (rebate) per ton bid price for processing  
of Recyclable Materials

\$ \_\_\_\_\_

**Bidders are encouraged to submit a revenue-sharing proposal with complete details as preference will be given to proposals that include revenue-sharing.**

**Bids for Processing of Recyclable Materials are due February 20, 2025 by 1:30 p.m.**