
City of Bexley
City of Dublin
City of Gahanna
City of New Albany
City of Reynoldsburg
City of Westerville
Blendon Township
Mifflin Township
Plain Township
Washington Township



2027 Consortium 1

Invitation to Bid for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste Generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and During Special Events to Designated Facilities, and optional curbside food waste collection for City of New Albany.

February 19, 2026

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LEGAL NOTICE TO BIDDERS

The Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships (“Participating Communities”) are cooperating in a Joint Bid Process to select a Collection Contractor to provide for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events (“Collection Services”), and optional curbside food waste collection for City of New Albany. (The communities in this bid include all members of SWACO bidding Consortium #1). The Joint Bid Process offers an opportunity to provide the Collection Services (“Required Services”) to up to approximately **60,309** households. Bids will be accepted for a 5-year term for Collection Services (1/1/2027-12/31/2031). Each Participating Community will individually evaluate and award contracts for the Collection Services based upon its own bid and contract award requirements. The Joint Bid Process requires electronic bid submissions by April 9, 2026, for Collection Services. All Solid Waste shall be delivered to the Franklin County Sanitary Landfill. All Recyclable Materials shall be delivered to the Participating Community-Designated Facility. All Yard Waste shall be delivered to any Yard Waste processing facility of the Collection Contractor’s choosing that is under contract with the Solid Waste Authority of Central Ohio (“SWACO”) or is otherwise approved by the Participating Community.

Bids for Collection Services shall be provided for a not-to-exceed price per Residential Unit per month. The price shall include the cost of collection and provision of containers at Municipal Facilities and during Special Events. Bids for Collection Services shall include all costs for collection, transportation, delivery and Governmental Fees for the disposal or processing of Solid Waste, Recyclable Materials and Yard Waste, including any tipping fee/rate/charge at the Participating Community’s Designated Facilities. Each Participating Community will enter into a separate contract with the Successful Bidder(s) for the Collection Services. There is no limit on the number of contracts that may be awarded to one Bidder; however, no bid will be considered that requires a Bidder to be awarded more than one service as a condition of acceptance of any bid. If selected, Bidders must secure a Performance Bond as required by each Participating Community for the Required Services. The City of New Albany also has requested an optional bid for weekly curbside Food Waste collection for their residents.

There will be an informational, non-mandatory virtual pre-bid meeting for interested Bidders for the Collection Services on March 12, 2026, at 2:30 p.m. **The pre-bid meeting may be viewed from your computer, table or smartphone on Microsoft Teams, at:**

[Join the meeting now](#)

Meeting ID: 224 464 664 487 8

Passcode: rG9vR2cc

The Participating Communities will receive sealed electronic bids for the Collections Services until 12:30 p.m. on April 9, 2026. The public opening will occur at 1:30 p.m., April 9, 2026, at the SWACO Operations Building Conference Room, 4109 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: 242 660 682 229 8

Passcode: Km6uX3eH

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-rf3d8cf66461d4d8193d65a9f481cb91b>

Marked "COLLECTION 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.

Bids will be considered valid until 270 days after the bid opening dates, although not accepted or rejected. More detailed instructions to Bidders are contained in the Bid Documents. Each Participating Community reserves the right to abandon the Joint Bid Process and to reject any or all bids at any time. 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>.

In order to ensure that potential Bidders receive addendums, if any, please register to receive ITB/RFP/RFQ notifications at <http://www.swaco.org/public-notice.aspx>. Registration and providing complete and accurate information is the only way to ensure that interested Bidders receive subsequent bid addendums, if any.

PUBLISH: Columbus Dispatch
(Newspaper)

February 19, 2026 and February 26, 2026
(Dates)

OVERVIEW OF THE INVITATIONS TO BID AND INSTRUCTIONS TO BIDDERS

The 2027 Solid Waste Consortium 1 Communities issue this Invitation to Bid as part of a Joint Bid Process for the purpose of obtaining bids for the provision of Collection Services. Capitalized terms used throughout this Overview of the Invitation to Bid and Instructions to Bidders and attached Bid Documents are defined in Exhibit A, Definitions.

Introduction. The following communities, including: the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships (“Participating Communities”) have agreed to participate in a cooperative Joint Bid Process to select a Collection Contractor to provide for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during certain Special Events, if any, within each Participating Community (“Collection Services”), and optional curbside food waste collection for City of New Albany.

This Joint Bid Process offers Bidders an opportunity to provide the Collection Services, depending on the bids accepted by each of the Participating Communities, to an estimated: (a) **60,309** Residential Units and Residential Unit Equivalents and (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.

| Participating Community | Number of Residential Units |
|--------------------------------|------------------------------------|
| Bexley | 4,300 |
| Dublin | 14,532 |
| Gahanna | 10,038 |
| New Albany | 4,000 |
| Reynoldsburg | 11,500 |
| Westerville | 11,500 |
| Blendon Twp | 2,450 |
| Mifflin Twp | 803 |
| Plain Twp | 800 |
| Washington Twp | 386 |
| Total | 60,309 |

Each Participating Community has provided an 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 will vary over the course of the contract period, and the 2027 Solid Waste Consortium does not guarantee the accuracy of this data.

Each Participating Community will evaluate and award contracts for the Collection Services based on each Participating Community's requirements for the consideration of bids and awarding of contracts. The bid for curbside food waste collection for the City of New Albany is optional and will be evaluated independently of the bid price for trash, recycling and yard waste collection services. These instructions incorporate the Legal Notice to Bidders.

There will be an informational, non-mandatory virtual pre-bid meeting for interested Bidders for the Collection Services on March 12, 2026, at 2:30 p.m. **The pre-bid meeting may be viewed from your computer, table or smartphone on Microsoft Teams, at:**

[Join the meeting now](#)

Meeting ID: 224 464 664 487 8

Passcode: rG9vR2cc

Qualified Bidders are invited to respond to the Invitations to Bid if they desire to provide the Collection 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 Collection Services upon which they are bidding and be able to fulfill all of the terms and conditions contained in the attached Collection 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 recommend a Successful Bidder(s) for provision of the Collection Services. The Participating Communities will individually execute an agreement with the Successful Bidder(s) that is substantially in the form of the draft agreements contained in the Bid Documents.

Bidders are required to submit a Bid Bond, and the Successful Bidder will be required to submit a Performance Bond in the amount required by each Participating Community for each agreement for the Collection Services. 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 to 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

| | |
|-------------------|--|
| February 19, 2026 | Release of Collection Services Invitation to Bid |
| February 19, 2026 | First Public Notice of Advertisement for Collection Services |
| February 26, 2026 | Second Public Notice of Advertisement for Collection Services |
| March 12, 2026 | Informational, non-mandatory pre-bid virtual meeting for interested bidders for Collection Services on March 12, 2026 at 2:30 p.m. |
| March 19, 2026 | Deadline for Receipt of Written Requests for Interpretations of Bid Documents for Collection Services, by 5:00 p.m. |
| March 26, 2026 | Deadline for written Addendum release, if necessary |
| April 9, 2026 | Bid Submission Deadline for Collection Services. Bid submission by 12:30 p.m., public opening at 1:30 p.m. |
| TBD | Announcement of Successful Bidder(s) to provide Collection Services |
| October 1, 2026 | Submittal Deadline for Successful Bidder(s) to Provide Documents per Implementation Plan Requirements |
| January 1, 2027 | Commencement of Collection Services |

Terms. The Collection Services Agreement shall be a five (5) year term (1/1/2027-12/31/2031). The per Residential Unit per month bid price for the Collection Services shall remain the same throughout the entire term of any five (5) year agreement. The bid price may be adjusted later as authorized for changes in Governmental Fees; SWACO-approved changes in the rates and charges at the Franklin County Sanitary Landfill; and fuel adjustments.

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, solely make copies of the Bid Documents available for the purpose of obtaining bids for the Collection 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 COLLECTION SERVICES

3. GENERAL BID DOCUMENTS
 - QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT
 - W-9 FORM
 - CORPORATE AFFIDAVIT
 - NON-COLLUSION AFFIDAVIT
 - PERSONAL PROPERTY TAX AFFIDAVIT
 - BID BOND
 - NOTICE OF AWARD

4. COLLECTION SERVICES AGREEMENT
 - EXHIBIT A, DEFINED TERMS
 - EXHIBIT B, WORKERS' COMPENSATION COVERAGE
 - EXHIBIT C, IMPLEMENTATION PLAN
 - EXHIBIT D, PERFORMANCE BOND
 - EXHIBIT E, SERVICES PROVIDED FOR EACH PARTICIPATING COMMUNITY'S MUNICIPAL FACILITIES AND SPECIAL EVENTS
 - EXHIBIT F, INSURANCE REQUIREMENTS
 - EXHIBIT G, BID FORMS

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 Collection Services. The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise the performance of the Collection 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 Collection Services shall include a separate Bid Bond in the amount of fifteen thousand dollars (\$15,000) for each Participating Community as security that if the bid is accepted, an agreement will be entered into within ten (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 Collection Services Agreement with a Successful Bidder and have been furnished with the necessary Performance Bonds, 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, within ten (10) days after receiving 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 amounts outlined below. The Performance Bond shall serve as a guarantee that if an agreement is entered into, the Collection Services will be fully performed. A Performance Bond for the Collection Services Agreement shall be maintained for the entire term and any optional extension of the agreement. No surety shall be released from any Performance Bond until a replacement bond is secured and executed.

| Participating Community | Bond Amount |
|--------------------------------|-------------------------|
| Bexley | 100% of Annual Contract |
| Dublin | 100% of Annual Contract |
| Gahanna | 100% of Annual Contract |
| New Albany | 100% of Annual Contract |
| Reynoldsburg | 100% of Annual Contract |
| Westerville | 100% of Annual Contract |
| Blendon Twp | 100% of Annual Contract |
| Mifflin Twp | 100% of Annual Contract |
| Plain Twp | 100% of Annual Contract |
| Washington Twp | 100% of Annual Contract |

Collection Services Provided and Compensation. The Successful Bidder shall collect, transport, and deliver for disposal or processing all Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Residential Unit Equivalents, Municipal or Township Facilities, and during Special Events to Participating Community-Designated Facilities. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. However, the Participating Communities reserve the right to contract for the collection, transportation and delivery for separate processing for source-separated Food Wastes, Textiles, and other reusable items.

Bidders for the Collection Services shall submit bids for a per Residential Unit per month price. All bids shall be submitted in dollar amounts, and shall include any and all costs of collection, transportation, and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste.

All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO and any rates and charges approved by SWACO at any SWACO-contracted Yard Waste facility or such rates and charges applicable at Yard Waste facility otherwise approved by the Participating Community. Finally, the Participating Communities intend to bid recycling processing services prior to the commencement of this agreement and will secure a variable bid price for Recyclable Materials and advise the Collection Contractor where the Recyclable Materials shall be delivered. The Participating Communities will pay any tipping fees (processing fees) directly to the Designated Facility for Recycling Processing.

All prices shall also be inclusive of services provided to Municipal/Township Facilities and certain Special Events at no extra charge, detailed on each Participating Community's Exhibit E to the Collection Services Agreement. Bidders shall maintain each Participating Community's current weekday (or days) of collection as set forth in each Participating Community's Exhibit E unless the Bidder explicitly proposes alternate collection days as part of the bid submission.

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 will award the agreement to the Bidder that the Participating Communities determine, in the sole discretion of each individual Participating Community, to have submitted the lowest price and best bid for the Collection Services ("lowest and best"). The "lowest and best" bid for Collection Services shall be determined by the Participating Communities based upon the lowest per Residential Unit per month price offered by the Bidder to the Participating Communities for the exclusive right to perform the Collection Services, as well as the best non-monetary terms and conditions. Factors that may be considered include reliability, serviceability, proximity of service provider and past experience with Bidder.

In the event that bids from more than one Bidder are of equal price for the same option, non-monetary criteria shall be considered as part of the determination of the best bid.

Bidders shall bid on the options described in Part I of Exhibit G. Bidders are also required to provide bid prices for Part II, additional mandatory collection services. Part III of Exhibit G applies exclusively to the City of New Albany and may be bid on by traditional collection haulers, as well as specialty haulers.

The 2027 Consortium I Communities are divided into four (4) groups as set forth in Exhibit G Part I(A) - (D); each Exhibit G Part I Bid Form and any bid price(s) submitted thereon shall apply only to the specific Participating Communities named on that particular Exhibit G Part I Bid Form. Bidders may submit a bid for one, all, or any combination of the Participating Community groups (for example, a Bidder may choose to only submit bids on the Exhibit G Part I(B) and Exhibit G Part I(D) Bid Forms and not to submit bids on the Exhibit G Part I(A) and Exhibit G Part I(C) Bid Forms). However, if a Bidder chooses to submit a bid for a Participating Community group, the Bidder must submit a bid for all requested bids on the applicable Exhibit G Part I Bid Form, including but not limited to bid prices for all Participating Communities on the Bid Form. Bidders are also required to provide bid prices for the Part II, additional mandatory collection services. Bidders may, but are not required, to provide bid prices for the Part III, additional elective collection services and New Albany organics collection. The bids submitted in Part II shall only apply to the Participating Community groups for which the Bidder submitted a bid under Part I.

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 Collection 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 materials or equipment or assist the Bidder in the delivery of the Collection Services.

Each Participating Community will deliver Notices of Award within 30 days of approval by each Participating Community's legislative body. 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 the 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 Collection 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, non-cash incentives, or the cost per Residential Unit. The food waste collection for the City of New Albany, 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 cost per Residential Unit.

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. With the exception of reducing the overall volume of Residential Units and Residential Unit Equivalents to be served, 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 Collection Services until 12:30 p.m. on April 9, 2026. The public opening will occur at 1:30 p.m., April 9, 2026, at the SWACO Operations Building Conference Room, 4109 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: 242 660 682 229 8

Passcode: Km6uX3eH

By the submission date for each bid, Bidders must submit one (1) electronic copy of the bid clearly marked “COLLECTION SERVICES BID,” and must include the Bidder’s name.

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-rf3d8cf66461d4d8193d65a9f481cb91b>

Marked “COLLECTION SERVICES BID” with Bidder’s name; NO ZIP FILES will be accepted; and

- d) 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.

Bids may be modified or withdrawn by an appropriate document duly executed and delivered in the same manner as 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 may be obtained from SWACO's website at <http://www.swaco.org/public-notice.aspx>. In order to ensure that potential Bidders receive addendums, if any, Bidders must register by submitting company, contact name, email address, phone and fax numbers to SWACO. Providing complete information is the only way to ensure that interested Bidders receive subsequent Bid addendums, 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 Collection 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 Collection 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. Any such written request for interpretation must be received by 5:00 p.m. on March 19, 2026 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 e-mail address required to be furnished for such purposes), no later than March 26, 2026. 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 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.

| | | | | |
|--|-----------|---|---|--|
| Print or type. See Specific Instructions on page 3. | 1 | 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.) | | |
| | 2 | Business name/disregarded entity name, if different from above. | | |
| | 3a | Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one 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) _____ Note: 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) _____ | 4 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> | |
| | 3b | 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"/> | | |
| | 5 | Address (number, street, and apt. or suite no.). See instructions. | Requester's name and address (optional) | |
| | 6 | City, state, and ZIP code | | |
| | 7 | List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

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

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

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.

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

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.

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 ¹ | Generally, exempt payees 1 through 5. ² |
| • Payments made in settlement of payment card or third-party network transactions | Exempt payees 1 through 4. |

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) 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. 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or 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 ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor* |

| For this type of account: | Give name and EIN of: |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 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 |

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

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

³ You must show your individual name 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.

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

* **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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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 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 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 COLLECTION 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 City/Township of _____, Ohio (as "Obligee"), in the sum of **fifteen thousand dollars (\$15,000.00)**, 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 _____, 20____, submit a Bid to the Obligee for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated in and collected from Residential Units and Municipal Facilities within and by the City/Township of _____, Ohio, including certain Special Events conducted within the jurisdiction of the Obligee ("Collection Services").

NOW, THEREFORE, if the Collection 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 Collection 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 Collection 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 Collection 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 Collection 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: The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Participating Community-Designated Facilities (“Collection Services”) and optional curbside food waste collection for City of New Albany.

(Five Years): The term of the Collection Services Agreement shall commence 12:01 a.m., the 1st day of January, 2027, and expire at midnight, the 31st day of December, 2031.

The community of _____, Ohio (“Participating Community”) 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 Collection Services [and/or bid to provide food waste collection for the City of New Albany] has been accepted.

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute the Collection Services Agreement within ten (10) days from the date of this Notice of Award, the Participating Community will be entitled to consider all of your rights arising out of the award of the bid to you as abandoned. The Participating Community 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 Participating Community within ten (10) calendar days.

Dated this _____ day of _____, 2026.

By: _____ Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____ day of _____, 2026.

By: _____

Title: _____

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY
FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE,
RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE
CITY/ TOWNSHIP OF _____, FRANKLIN COUNTY, OHIO**

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the Participating Community of _____, Ohio (the “Collection Agreement”) entered into this ___ day of _____, 2026, is by and between the Participating Community of _____, Ohio (the “Participating Community”), with its offices located at _____ (address), and _____ (Collection Contractor), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address), Ohio _____.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 or Section 505.27 of the Ohio Revised Code, the Participating Community may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City/ Township; and

WHEREAS, the Participating Community has determined that it is in the best interests of the City/ Township and its Residents that the Participating Community arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during Special Events located within the Participating Community from a single Collection Contractor on an exclusive basis (“Collection Services”); and

WHEREAS, on February 19, 2026 and February 26, 2026, the Participating Community, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2027 Solid Waste Consortium 1 Communities”), invited through advertisement in The Columbus Dispatch qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the Participating Community and its Residents; and

WHEREAS, following the April 9, 2026, official opening of the bids by the 2027 Solid Waste Consortium and consideration of bids for Collection Services, the Participating Community determined that the Collection Contractor is qualified to provide the Collection Services to the Participating Community and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio

("SWACO"); the Participating Community has selected _____ to provide Recycling Services and has verified that all recyclable materials will be processed at the Facility, so Recyclable Materials shall be delivered to: _____; [Note: Participating Community will bid and select a Recycling Processor prior to the commencement of this Agreement] Yard Waste shall be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community; and

WHEREAS, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

WHEREAS, the Participating Community and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit G and incorporated by reference; and

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

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

ARTICLE I - DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

ARTICLE II - AGREEMENT, TERM & RENEWAL TERMS

- 2.1. Agreement and Independent Collection Contractor Status.** The Participating Community hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during certain Special Events within the Participating Community to the Designated Facilities. Except in the event a Participating Community implements a Food Waste, Textile or other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.
- 2.2. Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for five (5) years, beginning on January 1, 2027, and terminating on December 31, 2031.
- 2.3. Implementation Plan.** On or before October 1, 2026, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached

as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall provide to the Participating Community and SWACO the total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility). The Collection Contractor shall submit to the Participating Community certification of the following (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles and type of vehicle (diesel, CNG), sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Collection Contractor's employees have been identified and completed training and driven the Participating Community-approved Collection Routes. The Participating Community may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that City/ Township-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete, if applicable; (e) that the Collection Contractor will deliver the Recyclable Materials to the Participating Community's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III- GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

3.1. Collection and Delivery Services to Designated Facilities. The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Residential Unit Equivalent, Participating Community Facilities and during Special Events located within the Participating Community. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City/ Township-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b)) Recyclable Materials to the Participating Community Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO or is otherwise approved by the Participating Community. The Collection Contractor shall pay to the owner or operator of the Participating Community-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and Yard Waste collected by the Collection Contractor and delivered to the Participating Community-Designated Facilities. The charge by the Participating Community-Designated Facilities shall be limited to the charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill or Transfer Station operated by SWACO, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste facility or such rates and charges

applicable at Yard Waste facility otherwise approved by the Participating Community. The Participating Communities pay any tipping fees (processing fees) directly to the Designated Facility for Recycling Processing. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

- 3.2. Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition, at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the Participating Community.

The Collection Contractor shall be responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this Section, the Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

All vehicles and equipment may be inspected from time to time by the Participating Community to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Participating Community that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Participating Community, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Participating Community. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Participating Community. The Participating Community may require the installation and use of (Participating Community or SWACO provided) equipment capable of reading information on the RFID tag in collection vehicles used by the Collection Contractor.

- 3.3. Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the Participating Community, which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Participating Community. Provided that the Participating Community approves, email

may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

3.4. Collection Contractor Ability to Communicate with Vehicles in the Field. The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the Participating Community, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

3.5. Employee Training. The Collection Contractor shall provide training in operations, approved Collection Routes, safety practices, including observation of all traffic laws, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

3.6. Recyclable Materials Collection Containers.

The Participating Community may provide Residential Units with a 65- or 95-gallon, wheeled collection container for Recyclable Materials, in which case the Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Participating Community-provided collection container. In the event a Resident chooses to rent an additional collection container(s) for Recyclable Materials, the Collection Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated in Exhibit G. In no event shall the Participating Community be responsible for the costs of such Contractor-provided collection container(s) for Recyclable Materials.

In the event that the Participating Community does not provide residents with collection containers for Recyclable Materials, the Collection Contractor shall provide each Residential Unit with one (1) 65-gallon (unless a different size is indicated in Exhibit E), wheeled and lidded recycling container at no additional charge. The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided container or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. If the Participating Community has not provided Residential Units with a collection container, the Collection Contractor may also offer to rent an additional 35-, 65- or 95-gallon, wheeled collection container for Recyclable Materials to Residents at the price stated on Exhibit G.

If the Participating Community provides Recyclable Materials containers, then the Participating Community is responsible for delivery and maintenance of the containers. If the Collection Contractor provides the Recyclable Materials containers, then the Collection Contractor is responsible for delivery and maintenance of the containers.

3.7. Solid Waste and Yard Waste Collection Containers.

[STATUS QUO, RESIDENT-PROVIDED CONTAINERS, IF APPLICABLE]

Unless otherwise provided by the Participating Community, Residents shall provide Solid Waste collection containers. Residents shall also provide containers for Yard Waste. The volume of Solid Waste and Yard Waste placed curbside for collection by each Residential Unit or Residential Unit Equivalent shall be unlimited, and the Collection Contractor shall collect such Solid Waste and Yard Waste. In the event a Resident chooses to rent a collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of Participating Community or Collection Contractor-provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags or containers approved by the Participating Community and SWACO. Any containers shall be clearly identified as containing Yard Waste.

[STATUS-QUO, CONTRACTOR-PROVIDED CONTAINERS, IF APPLICABLE]

Unless otherwise provided by the Participating Community, the Collection Contractor shall provide a 35-, 65-, or 95-gallon, wheeled collection container for Solid Waste and Residents shall provide containers for Yard Waste. The volume of Solid Waste and Yard Waste placed curbside for collection by each Residential Unit or Residential Unit Equivalent shall be unlimited, and the Collection Contractor shall collect such Solid Waste and Yard Waste. If a Residential Unit requests a different size Solid Waste collection container at any time after the initial delivery of a collection container pursuant to the implementation plan, the Contractor shall provide such collection container to the Residential Unit and may charge for additional delivery at the bid price stated in Exhibit G.

The Collection Contractor may offer to rent additional green, grey, brown, black, or a color approved by the Participating Community collection containers to the Residents at the price stated on Exhibit G. In the event a Resident chooses to rent an additional collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of Participating Community or Collection Contractor-provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags or containers approved by the Participating Community and SWACO. Any containers shall be clearly identified as containing Yard Waste.

[ALTERNATE LANGUAGE FOR CITY OF NEW ALBANY CART CONTENTS ONLY BID OPTION]

In the City of New Albany, the Collection Contractor shall collect all Solid Waste from each Residential Unit and Residential Unit Equivalent from a Collection Contractor-provided 95-, 65-, or 35-gallon wheeled collection container for Solid Waste. The

Collection Contractor is not required to collect any Solid Waste that is not placed in the City-provided collection container, except as provided in Sections 4.2 and 4.5.

- 3.8. Collection of Bulk Items Included.** The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects such as furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are defined in Exhibit A. Bulk Item collection does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner of the Residential Unit at the bid price stated in Exhibit G. Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Bulk Items collected by the Collection Contractor, including the number of individual Bulk Items or an estimated volume/tonnage.

[ALTERNATE SECTION 3.8 LANGUAGE FOR CITY OF NEW ALBANY CART CONTENTS ONLY BID OPTION]

For the City of New Albany, as reflected on Exhibit E, the volume of Solid Waste placed curbside for collection by each Residential Unit is cart contents only, and includes collection of one (1) Bulk Item per Residential Unit on each regularly scheduled collection day from the usual point of pickup, without advance notice from the residents. Bulk Items are defined in Exhibit A.

- 3.9. Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the Participating Community-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification and documentation that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The Participating Community shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Appliances containing CFCs collected by the Collection Contractor
- 3.10. Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit

is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Participating Community Residents.

- 3.11. Services at Participating Community Facilities.** The Collection Contractor shall provide collection containers to the Participating Community at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached hereto and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Participating Community at no additional charge, unless otherwise indicated in Exhibit E, provided that Participating Community requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Participating Community upon written notice to the Collection Contractor. Unless otherwise stated in Exhibit E, the Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the Participating Community-Designated Facility for Recyclable Materials at no additional charge.
- 3.12. Collection at Special Events and Minor Remodeling Projects of Participating Community Buildings.** The Collection Contractor shall provide open top roll-off containers of up to forty (40) yards capacity and disposal for Solid Waste and Recyclable Materials upon request of the Participating Community for Special Events, in the amount of containers and number of pulls included on attached Exhibit E. In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year for no more than two (2) pulls as requested by the Participating Community, and collect and dispose the Solid Waste in such additional containers without additional charge, unless otherwise indicated in Exhibit E. The Collection Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any Participating Community Facility, up to five (5) pulls per year without additional charge, unless otherwise indicated in Exhibit E.

The Collection Contractor shall provide up to four 30-yard solid waste collection containers, twice per year, for an annual total of eight 30-yard solid waste containers, at no cost to the Participating Community for community cleanups. The length of time for a community cleanup may last up to five days. For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with disposal of the material within the containers. Unless otherwise indicated in Exhibit E, there shall be no costs for the community for this service and the bid price shall include this service.

Additional pulls may be requested at the price indicated on Exhibit G. Unless otherwise stated in Exhibit E, or otherwise agreed in writing, no additional fee shall be charged to the Participating Community for these services notwithstanding the frequency of collections that may be required at Participating Community Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

- 3.13. Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the Participating Community, unless the Participating Community has made the determination that the commercial establishment is a Residential Unit Equivalent. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City/ Township Facilities, Residential Units, or Residential Unit Equivalents.

**ARTICLE III- COLLECTION CONTRACTOR'S CONDITIONS OF
RESIDENTIAL UNIT COLLECTION**

- 4.1. Collection Routes and Day of Collection.** In addition to the route information provided pursuant to Section 2.3, above, on or before October 1, 2026, the Collection Contractor shall furnish the following to the Participating Community, for approval by the Participating Community: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, identification of any route not made pursuant to this Collection Agreement that is combined with a route under this Collection Agreement prior to transporting Solid Waste, Recyclable Materials, or Yard Waste to a Designated Facility, the number of Residential Units and Residential Unit Equivalents per route, the total number of Residential Units under the Contract, including currently unoccupied and vacant Residential Units that could receive service in the future, the total number of Residential Unit Equivalents under the Contract, and the addresses of all Residential Units and Residential Unit Equivalents under the Contract; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the Participating Community (collection of Residential Solid Waste, Recyclable Materials and Yard Waste shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the Participating Community.) The Collection Contractor shall not change the day of collection without written approval by the Participating Community. In the event such a change is approved by the Participating Community, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The Participating Community retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final Participating Community-approved Collection Routes and shall ensure that all drivers observe traffic laws on the routes.
- 4.2. Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.

[ALTERNATE SECTION 4.2 LANGUAGE FOR CITY OF NEW ALBANY CART CONTENTS ONLY BID OPTION]

Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week. On the scheduled collection day immediately following Christmas Day, the volume of Solid Waste and Recyclable Materials placed curbside for collection by each Residential Unit shall be unlimited and the Collection Contractor shall collect all Solid Waste and Recyclable Material regardless of whether it is contained in the Collection Container. The community may establish reasonable limitations on the amount of solid waste that may be placed at the curb during these two collection days.

- 4.3. Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4. Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail or, if preferred by the Unit owner or tenant, by electronic means, listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services, including the obligation to place only accepted Recyclable Materials and Yard Waste in the appropriate containers. Notice shall identify the Recyclable Materials and Yard Waste acceptable for processing, a contact telephone number for the Participating Community and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The notice may include notification of any fuel price adjustments implemented pursuant to Section 6.5. The initial notice, including the procedures and obligations, shall be submitted to the Participating Community for approval by _____ . Subsequent notices shall be submitted to the Participating Community for approval not later than twenty (20) days prior to mailing to the Residential Units. The bid price shall include all costs associated with development and distribution of the written notice.
- 4.5. Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.

[ALTERNATE SECTION 4.5 LANGAUGE FOR CITY OF NEW ALBANY CART CONTENTS ONLY BID]

Procedure for Curbside Collection Service for City of New Albany. Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units. The Collection Contractor shall only be required to collect Solid Waste and Recyclable Material that has been placed in Collection Contractor-provided, wheeled collection containers. **Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Participating Community or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills the Residents, the City/ Township shall not be responsible for the cost of Optional Carry-out Collection Service.

4.6. Handling of Collection Containers. All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. Notwithstanding the foregoing requirements, all re-usable collection containers shall be returned in a manner and to a location such that the container does not create a hazard to pedestrians or motor vehicles. Containers shall not be left in the road, where they can obstruct the flow of traffic. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the requirements set forth in this section three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor as provided in 6.1. In addition, if a Collection Contractor fails to adequately perform a cleanup required pursuant to this Section, the Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

4.7. Damage to Collection Containers. The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor, including reimbursement to the Participating

Community for replacement of any Participating Community-provided collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor-provided collection containers shall be maintained, repaired, and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.

4.8. Violation of Resident Obligations; Refusal to Collect. Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the Participating Community with copies of all tags left at each Residential Unit pursuant to this Section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Participating Community and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Participating Community and the Residents receiving the Collection Services.

4.9. Conduct of Collection Contractor and Its Employees. The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, specifically including, but not limited to, applicable to traffic laws as well as rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill. Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code Section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. When performing the Collection Services, the Collection Contractor's employees shall operate the Collection Contractor vehicles with due regard for the safety of all persons and property. The Participating Community may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Participating Community.

4.10. Daily Reports. The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the Participating Community. This report shall be provided to the Participating Community at the end of each collection day to avoid

disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the Participating Community may agree to utilize a different procedure, provided such agreement is in writing.

- 4.11. Collection Contractor's Response to Complaints.** The Participating Community shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the Participating Community to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the Participating Community at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.
- 4.12. Biannual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in April and October of each contract year or other dates as indicated by the Participating Community and provide the survey results to the Participating Community and the Solid Waste Authority of Central Ohio no later than May 31st and November 30th of the survey year. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a Recycling container is placed out for collection on a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all Residential Units and Residential Unit Equivalents in the Participating Community during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of Residential Units and Residential Unit Equivalents eligible for service under the Contract. The participation survey shall be conducted during a collection week with regularly scheduled collection days and shall not be conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE IV - PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1. Performance Assurance.** The Collection Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition, including Force Majeure, which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. 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 Collection Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the Participating Community its written response to any such demand. In the event that the Participating Community does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its

obligations under this Collection Agreement, or take such other action the Participating Community deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

- 5.2. Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of _____ dollars (\$_____). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Participating Community, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Participating Community accepts, in writing, a substitute surety.
- 5.3. Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the Participating Community and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Participating Community. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4. Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Participating Community and authorized to do business in the State of Ohio. The Participating Community shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Participating Community promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Participating Community not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Participating Community at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5. Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the Participating Community satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the Participating Community free and

harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

5.6. Indemnification. The Collection Contractor shall save, indemnify and hold the Participating Community, its Council, its Board of Trustees, employees, agents, officers and consultants (each an 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 indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

5.7. Environmental Indemnification. The Collection Contractor shall save, indemnify and hold the Participating Community, its Council, its Board of Trustees, employees, agents, officers and consultants (each an 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 indemnitee may hereafter 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 Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This Section shall survive expiration or earlier termination of this Agreement.

5.8. Indemnity Not Limited. In any and all claims against the Participating Community, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.

- 5.9. Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Participating Community.
- 5.10. Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the Participating Community or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City/ Township.

**ARTICLE V - BILLING, PAYMENT, ADJUSTMENTS OR
REDUCTIONS TO PAYMENT**

- 6.1. Collection Contractor Billings to the Participating Community for Payment.** The Collection Contractor shall bill the Participating Community for the Collection Services within ten (10) days following the end of the month, and the Participating Community shall pay the Collection Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in the Exhibit G, increased for additional services requested and approved by the Participating Community or reduced by the Participating Community as provided in this Collection Agreement. In the event the Participating Community reduces payment to the Collection Contractor, in good faith and at its sole discretion, the Participating Community will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Collection Contractor disputes the basis for the reduction in payment, the Participating shall consider the basis for the dispute and may refund any such deduction to the Collection Contractor. However, the Participating Community is under no obligation to accept the validity of any such dispute.

The Collection Contractor shall be paid for the number of Residential Units within the Participating Community based on the records maintained by the Franklin County Auditor as those parcels are listed on the real property tax duplicate for Franklin County, subject to Section 6.3. As the number of Residential Units being serviced in the Participating Community increases or decreases, the Collection Contractor and the Participating Community may adjust the number of Residential Units accordingly. Any Optional Services Service Charges must be billed to the Owner directly, unless the Participating Community has otherwise agreed to be responsible for such charges in writing.

ALTERNATIVE BILLING / PAYMENT PROVISIONS (at option of the Participating Community)

Contractor to Bill and Obtain Payment of Service Charges From Residential Units. At the option of the Participating Community at any time during the term of the contract and as authorized by Section 3707.43 or 505.27(A) and 505.31(B) of the Ohio Revised Code, the Collection Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Collection Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the Participating Community. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form

attached as Exhibit G and, unless otherwise provided by this Collection Agreement, shall not contain any additional charges, including but not limited to charges for payment by credit card or automatic payment. In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly (or monthly) invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item.

In addition, the Participating Community may require the Contractor to include a service charge for Recycling Processing Fees using the following formula:

$$\frac{X \text{ tons (Participating Community's average annual tonnage)}}{\# \text{ of Residential Units in Participating Community}} = Y$$

$$\frac{Y}{12 \text{ months}} = Z$$

$$Z \times \$ \text{_____ (per ton Recycling Processing Fee)} = \text{per Residential Unit per month Recycling Processing service charge}$$

*X (the Participating Community's average annual tonnage) shall be an average of the Participating Community's reported tonnage of Recyclable Materials for the previous three (3) calendar years.

If utilized, the per Residential Unit per month Recycling Processing service fee shall be reconciled at the end of each calendar year using the actual reported annual tonnage and Recycling Processing fees charged for the year. Any credit or additional charge shall be issued to each Residential Unit on the next invoice issued by the Collection Contractor.

All fees for Collection Services collected by the Collection Contractor for the Participating Community shall be placed into and held in a separate and distinct account to the credit of the Participating Community. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate Participating Community official is obtained. Within five (5) to seven (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of the Participating Community to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the Participating Community. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the Participating Community within three (3) business days. The Participating Community may, upon ninety (90) days' notice to the Collection Contractor, terminate the Collection Contractor billing service and pay the Collection Contractor directly for the services.

The Collection Contractor shall provide the Participating Community with quarterly statements reporting the addresses of all Residential Units that are delinquent in payment of Service Charges. An account is delinquent when it has not been paid for at least one prior quarter of Service Charges. In the event of non-payment by the Owner of a Residential Unit, the Collection Contractor shall continue to provide Collection Services in a like

manner unless and until the Collection Contractor receives written notice from the Participating Community to suspend or terminate Collection Services at a particular address. During the first or any subsequent quarter of non-payment by the Owner of a Residential Unit, the Collection Contractor is permitted to take any commercially reasonable action to collect delinquent payments other than suspension or termination of service, but is not obligated to take any actions besides those outlined herein.

[OPTIONAL LANGUAGE IF COLLECTING DELINQUENT CHARGES THROUGH PROPERTY ASSESSMENT]

Following the first full quarter of non-payment of Service Charges, the Collection Contractor shall provide the Participating Community with an individual letter addressed to the Owner of each Residential Unit that is delinquent in payment of Service Charges. The letter is to be signed and sent via certified mail by the fiscal officer of the Participating Community to the Owner of the Residential Unit notifying the Owner of any unpaid Service Charges. The delinquency notice shall contain language approved by the Board of Trustees advising the Owner that Service Charges are due and owing to the Participating Community, and the failure to pay the Service charges may result in additional late fees, reasonable interest, or costs of collecting delinquent charges to be assessed against the property, in addition to the Service Charges. The Collection Contractor shall be responsible for obtaining the Owner's address for the written demand and shall be responsible for calculating the amount of payment due and owing for Service Charges. If the Collection Contractor is unable to ascertain the mailing address of the Owner of a Residential Unit that is delinquent, the Collection Contractor shall post a delinquency notice at the Residential Unit.

Following the commencement of the written demand process for any delinquent account, the Collection Contractor shall submit reconciliation reports to the Participating Community each quarter. Each report shall provide details on the status of all delinquent accounts and shall include the cost of Service Charges as well as late fees, reasonable interest, or cost of collection, if applicable and charged by the Participating Community.

If the written demand does not result in payment within sixty (60) days, the Participating Community may proceed with further collection efforts pursuant to Section 505.29 of the Ohio Revised Code or applicable municipal ordinance(s). The unpaid Service Charges, as well as late fees, reasonable interest, or cost of collection, if applicable, shall constitute a lien upon the property served, and shall be collected in the same manner as other property taxes. When the Participating Community collects a past due amount for non-payment of Service Charges, the Participating Community shall promptly forward to the Collection Contractor no less than the full amount due and owing for the provision of Collection Services. The Participating Community may also include all or a portion of any late fee, reasonable interest, or cost of the collection of delinquent charges assessed to compensate the Collection Contractor on an equitable basis. The Participating Community may, upon ninety (90) days' notice to the Collection Contractor, terminate the Contractor billing service and pay the Contractor directly for the services.

6.2. Deductions from Collection Contractor's Invoice for Non-performance. If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s), even if corrected within twenty-four (24) hours, the Participating Community may withhold Twenty-Five Dollars (\$25.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. If the miss or failed collection is not corrected by the Collection Contractor within twenty-four (24) hours after receiving a report of such miss, by the Participating Community or the owner or occupant of the Residential Unit, the Participating Community may withhold Fifty Dollars (\$50.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. In the event that the Participating Community performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus fifty dollars (\$50.00) per hour for cleanup services performed by the Participating Community. If the Collection Contractor has violated the container handling requirements set forth in Section 4.7 three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. In the event the Participating Community is charged by the Recyclable Materials processing designated facility for contaminated loads or excessive residuals, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of the charge.

The remedies available pursuant to this Section are in addition to any other remedies available to the Participating Community pursuant to this Collection Agreement, and the Participating Community's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Participating Community of the right to exercise any remedy in response to subsequent failures to perform. In addition, the Participating Community may direct that any of the above deductions apply to the invoice for Service Charges for the Owner of a Residential Unit or Residential Unit Equivalent impacted by the Collection Contractor's non-performance.

6.3. Unoccupied or Vacant Residential Units. Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Participating Community. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the Participating Community that Collection Services is not required at the unoccupied or vacant Residential Unit. The Participating Community shall

notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the Participating Community or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.4. Annual Review and Report. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

- (a) Records regarding Bulk Item as required by Section 3.8 herein;
- (b) Records regarding appliances containing CFCs as required by Section 3.9 herein;
- (c) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
- (d) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein;
- (e) Results of the two residential recycling participation surveys and respective numbers of participants and non-participants, as required by Section 4.13 herein;
- (f) Records regarding addresses of all Residential Units and Residential Unit Equivalents which are delinquent in payment of Services Charges, as required by Section 6.1 herein;
- (g) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein;
- (h) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
- (i) A record of the number of collection container types by volume and address within the Participating Community and collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
- (j) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the -Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Designated Facilities, as required by Section 6.8 herein; and
- (k) Copies of weight receipts and invoices that the Collection Contractor obtains from the Designated Facilities, as required by Section 6.8 herein.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on an annual basis. Following the first year of the Term, the annual report containing data for the preceding calendar year shall be submitted no later than January 30th each remaining year of the Term.

Annually, the Collection Contractor and the Participating Community shall meet to establish, if needed, an updated number of Residential Units eligible under the Contract, including currently unoccupied and vacant Residential Units pursuant to Section 6.3 that could receive service in the future, an updated number of Residential Unit Equivalents, and an updated address list

6.5 Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the Participating Community may request a quarterly per Residential Unit fuel price adjustment for Collection Services in a form approved by the Participating Community. For purposes of this provision, a request for fuel price adjustment, upon approval by the Participating Community or Collection Contractor, as applicable, will result in an adjustment to the Collection Contractor's invoice received by the Participating Community or Residential Units. All fuel price adjustment requests and approvals shall be in writing and a copy shall be provided to SWACO. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base bid price per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on February 16, 2026 (the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five-cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to: the Franklin County Sanitary Landfill, Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments, divided by RU plus RUE, where RU = the number of Residential Units and RUE = the number of Residential Unit Equivalents .

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU+RUE}$$

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average diesel gallon equivalent of **CNG fuel** (\$____) as determined by the average diesel gallon equivalent (“DGE”) in the **Midwest Region** on February 16, 2026 (the Monday preceding the Bid opening), or the most recent price published, as determined by the U.S. Department of Energy, Clean Cities Alternative Fuel Price Report (energy.gov). In the event, this resource is not available, the Participating Community and Collection Contractor shall agree to an alternative resource to determine the average price for CNG fuel.

The Collection Contractor shall notify owners and/or tenants of Residential Units or Residential Unit Equivalents of any fuel price adjustment made pursuant to this Section. Such notification shall be given no later than 30 days following approval of the fuel price adjustment and may be included in the notice required by Section 4.4 herein.

6.6 Permissible Pass-Through Charges. The following fees, rates, or charges shall be passed on by the Collection Contractor:

- a) Any and all Governmental Fee increases or decreases for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the Participating Community-Designated Recycling Processing Facility and Yard Waste Services Facilities. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO;
- b) Any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill; and
- c) Any increase or decrease in a rate or charge incurred for disposal or processing of organics, Food Waste or Yard Waste at a Designated Facility or SWACO-approved facility.

The Collection Contractor shall give the Participating Community and Residents as much notice as is practicable before adjusting for Governmental Fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

For Recyclable Materials Processing: (1/4) (per ton price difference) ÷ 12

For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

Any charge for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility shall be the sole responsibility of the Collection Contractor, including charges assessed at a yard waste processing facility for residual solid waste disposed as a result of failure to adequately clean out a collection vehicle that was previously used for collecting solid waste prior to the collection of yard waste. If any such charges are assessed to the Collection Contractor, the Collection Contractor shall notify the Participating Community within 48 hours of receiving the charge.

6.7. Data Collection and Monthly Reporting. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

- a) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day;
- b) A record of the number of collection container types by volume and address within the Participating Community collected by the Collection Contractor on each regular collection day;
- c) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities;
- d) Copies of weight receipts and invoices that the Collection Contractor obtains from the Designated or Identified Facilities;
- e) Records regarding Bulk Item as required by Section 3.8 herein;
- f) Records regarding appliances containing CFCs as required by Section 3.9 herein;
- g) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
- h) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein; and
- i) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on a monthly basis within thirty (30) days of the close of each month.

The Collection Contractor shall also utilize the data management system selected by the Participating Community and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the Participating Community for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the Participating Community and to SWACO on a monthly basis within thirty (30) days of the close of each month.

- 6.8. Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty (60) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit G. By agreement, either the Participating Community or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

ARTICLE VI - BREACH, CURE, AND TERMINATION

- 7.1. Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the Participating Community may terminate the Collection Agreement in the following manner: the Participating Community shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the Participating Community with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the Participating Community may terminate this Collection Agreement. Any such termination shall not take effect until the Participating Community is able to secure alternate or substitute performance for the Collection Services. The Participating Community may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the Participating Community, in the exercise of the reasonable discretion of the Participating Community.
- 7.2. Surety or Participating Community Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Participating Community shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Participating Community is unable to provide or obtain cover, the effective termination date may be delayed by the Participating Community until the Participating Community completes the process of obtaining a substitute service provider of the Collection Services.

In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Participating Community's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Participating Community has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Participating Community income taxes.

- 7.3. Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Participating Community shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days' written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Participating Community is able to obtain alternate or substitute service.
- 7.4. Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the Participating Community, the Participating Community may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5. Expiration or Termination of Participating Community-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain Participating Community-Designated Facilities. In the event of the expiration or termination of an agreement with a Participating Community - Designated Facility, and until notification by the Participating Community of an alternative facility selected by the Participating Community, the Collection Contractor shall be excused from delivering materials to the Participating Community-Designated Facility and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the Participating Community's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate Participating Community-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of utilizing an alternate facility due to the expiration or termination of a Participating Community-Designated Facility agreement shall be documented and provided to the Participating Community. Any additional reasonable costs as determined by the Participating Community incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the Participating Community obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the Participating

Community is able to issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- 8.1. Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2. Notices.** Unless otherwise stated herein, written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the Participating Community, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3. Waiver.** No waiver, discharge, or renunciation of any claim or right of the City/ Township or the Collection Contractor arising out of a breach of this Collection Agreement by the Participating Community or the Collection Contractor shall be effective unless in writing signed by the Participating Community and the Collection Contractor.
- 8.4. Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5. Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6. Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection 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.
- 8.7. Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Participating Community and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the Participating Community and the Collection Contractor and not for the benefit of any other party.

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

City/ Township of _____, Ohio

(Signature)

(Printed Name)

(Title)

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

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

Defined Terms

2027 Consortium 1 Communities: collectively, the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

Bid Bond: a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Collection 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 Joint Bid Process.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

Bid Form: the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Collection Services and related services.

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 95 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture (e.g. chair and matching ottoman counting as one item), mattresses and box springs (counting as one item), other household items and non-Freon containing appliances.

Carry-out Collection Services: the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor: the individual or entity selected by a Participating Community for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Community, and, if applicable, the individual or entity selected by the City of Hilliard to provide weekly subscription curbside Food Waste collection.

Collection Routes: the route identified by the Collection Contractor pursuant to Section 4.1 of the Collection Agreement and approved by the Participating Community as per the Implementation Plan and identifies the mileage for purposes of Section 6.5 of the Collection Agreement.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials, Yard Waste or Food Waste generated at Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events within the Participating Community.

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials, Yard Waste or Food Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by the Participating Community.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Collection Services.

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste may be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials separately from Yard Waste, the Collection Contractor may be required to enter into a separate contract with the Participating Community that designates the Food Waste Processing Facility and that outlines the weekly curbside collection services.

Force Majeure: Any failure or delay in performance under this Agreement due to circumstances beyond a party's reasonable control that could not have been prevented or avoided if such party had exercised reasonable diligence, including, without limitation, Acts of God, war, terrorist acts, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin

County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Identified Facility or Designated Facility: the location or facility, or an associated SWACO facility, to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials, Yard Waste or Food Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

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

Joint Bid Process: the bidding process for the Collection Services and other optional services of the Participating Communities.

Judicial Set-Out Order/Eviction: When a court or landlord authorizes an eviction, the Residential Unit Owner is responsible for the clean-up of any remaining debris from the street following the eviction or court-ordered twenty-four (24) hour period. The Residential Unit Owner may contract with a private hauler or if collected by the Collection Contractor, the Collection Contractor may directly bill the Residential Unit Owner at the bid price on Exhibit G.

Multi-Family: A residential dwelling consisting of four (4) or more units, unless otherwise defined as a Residential Unit Equivalent by the City or Township.

Municipal Facilities: Participating Community-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreements.

Notice of Award: written notification that a Bid has been accepted by a Participating Community for the Collection Contractor to provide the Collection Services.

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the Participating Community is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 95, 65 or 32 gallon collection containers.

Organics: See the definition of Food Waste.

Owner: the legal titleholder of record of any Residential Unit or Residential Unit Equivalent within the City or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Community or Communities: the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships.

Participating Community-Approved Collection Route(s): the route showing the starting and ending points of collection within the Participating Community as approved by the Participating Community and the collection routes that the Collection Contractor shall use to provide the Collection Services.

Participating Community-Designated Facilities: the facilities where all Participating Community-generated Solid Waste, Recyclable Materials, Yard Waste and Food Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road, Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, _____; for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services, or any other facility designated by the Participating Community; for Food Waste, _____.

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

Recyclable Materials or Recyclables: not less than the following: steel cans, aluminum cans (including empty aerosol containers), plastic bottles, jugs, tubs, and cups (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, paper cups, glass bottles and glass jars (all colors) and clear clamshell containers. Any other materials identified as acceptable by the Recycling Services processor shall also be included.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the Participating Community-Designated Facility.

Resident: an adult occupant, Owner or tenant of a Residential Unit.

Residential Unit or Units: all residential dwellings within the corporate limits of the Participating Community occupied by a family unit and considered by the 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.

Service Charges: the fee charged by the Collection Contractor to an Owner or to a Participating Community for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge, or pass through charges permitted by this Collection Agreement. No other charges shall be included. A Collection Contractor may not charge multiple Owners for the shared use of the same Curbside Collection Services if each Residential Unit is not provided with a separate collection container.

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: 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 and included in the Bid Documents, including but not limited to City or Township-wide designated clean-up weeks.

Successful Bidder: the Bidder the Participating Community concludes has submitted the lowest price and best Bid for the Collection Services, receiving a final Notice of Award.

Textile or Other Reusable Items: materials, including but not limited to clothing and other household items, frequently donated or collected for reuse by governmental, non-profit or other private entities.

Transfer Station: either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at **4262 Morse Road, Gahanna, Ohio 43230 and 2566 Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.**

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings, and similar material as meets the requirements for acceptance by the Yard Waste processing facility utilized by the Collection Contractor. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Yard Waste Services: the acceptance and processing of Yard Waste by composting at a City or Township-Designated Facility.

EXHIBIT B

Workers' Compensation Coverage

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to Township on a going-forward basis as Certificates expire.

EXHIBIT C

Implementation Plan Forms

Please attach “Certificate of Good Standing” (authorization to do business in the State of Ohio) and Implementation Plan details.

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection 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 City/Township of _____ (“Beneficiary”) Beneficiary in the sum of _____, 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 Collection Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2026, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Designated or Identified Facilities (“Collection Services”).

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection 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 Collection 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 Collection 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 Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2027, 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)

(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 E
City of Bexley, Ohio

Number of Residential Units: 4,300

Approximate annual volume (by ton) of: Solid waste = 4,119 tons

Recyclable materials = 1,341
 tons Yard waste = 1,366 tons

Current Collection Day: Monday

Entity that performs billing services: the City of Bexley

Entity that pays Recycling Processing Fees: City of Bexley

Governmental Facilities and Community Events requiring service:

The Contractor shall provide collection containers to the City at the following locations at no additional charge to the City:

| Police Station 559 North Cassingham Road | | |
|--|---|-------------------------------------|
| Quantity | Type of container | Collection Day and Frequency |
| 1 | Six (6) cubic yard dumpster | Monday, Weekly |
| 1 | Sixty-four (64) gallon recyclable material collection container | Monday, Weekly |

| City Hall 2242 East Main Street | | |
|---|--|-------------------------------------|
| Quantity | Type of container | Collection Day and Frequency |
| 2 | Six (6) cubic yard dumpsters | Monday and Thursday, Weekly |
| 3 | Ninety-six (96) gallon recyclable material collection containers | Monday and Thursday, Weekly |

| Public Service Department 2777 Delmar Drive | | |
|---|--|-------------------------------------|
| Quantity | Type of container | Collection Day and Frequency |
| 2 | Six (6) cubic yard dumpsters | Monday and Thursday, Weekly |
| 1 | Six (6) cubic yard recyclable material collection dumpster | Monday and Thursday, Weekly |

| Jeffrey Mansion/Bexley Pool 165 North Parkview Avenue & 2100 Clifton Avenue | | |
|---|--|--|
| Quantity | Type of container | Frequency of Collection and Day |
| 4 | Six (6) cubic yard dumpsters | Monday, Weekly (Spring, fall and winter) Monday and Thursday, Weekly (Summer) |
| 1 | Six (6) cubic yard Recyclable Materials collection dumpsters | Monday, Weekly (Spring, fall and winter) Monday and Thursday, Weekly (Summer) |

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor once each week unless additional collections are necessary at the discretion of the City, at no additional charge to the City. The number, sizes and locations of the collection containers are subject to change in the discretion of the City upon written notice to the Contractor.

In addition, the Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity at no charge upon request of the City for special events including but not limited to: Relay for Life, the Fourth of July, Labor Day Block Party, and a City-wide clean-up event. The Contractor will provide open top roll-off containers of up to thirty (30) yards capacity and Collection Services for two (2) additional special events per year at the discretion of the City. The Contractor shall provide open top roll-off containers and Collection Services for the minor remodeling of any Municipal Facility with up to five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

Except as provided above, no additional fee shall be charged to the City for these services notwithstanding the number, size and location of the collection containers, the frequency of collections that may be required or the volume or nature of the waste collected.

EXHIBIT E

City of Dublin, Ohio

Number of Residential Units: 14,532

Approximate annual volume (by ton) of: Solid waste = 10,748 tons
 Recyclable materials = 4,167 tons
 Yard waste = 2,617 tons

City provides Recycling Carts to Residents

Current Collection Day: Solid Waste and Recyclable Materials = Wednesday

Yard Waste = Monday

Entity that performs residential billing services: Not Applicable

Entity that pays Recycling Processing Fees: City of Dublin

Governmental Facilities and Community Events requiring service:

The City requests that the Contractor provide collection containers to the City at the following locations at no additional charge to the City:

Dublin City Commercial Refuse

| # | Location | # of Containers | Container Type | Container Size | Days of Service |
|---|--|-----------------|--------------------------|----------------|----------------------------------|
| 1 | 6351 Shier Rings Road (Fleet Maintenance) | 1 | Front load – Recycling | 8 C.Y. | Tuesday, Thursday, |
| | | 2 | Roll-off Metal Recycling | 30 C.Y. | as needed |
| | | 1 | Roll-off - Refuse | 30 C.Y. | Monday, Thursday |
| | | 2 | Roll-off - Refuse | 20 C.Y. | As Needed |
| | | 2 | Roll-off – Yard Waste | 30 C.Y. | Monday, Thursday |
| 2 | 6555 Shier Rings Road (Dept. of Public Works) | 1 | VIP Comp. - Recycling | 6 C.Y. | As needed |
| | | 1 | Front load - Refuse | 4 C.Y. | Monday |
| 3 | 5600 Post Road (Recreation Center) Special Events Barn | 1 | Front Load – Refuse | 10 C.Y. | Mon., Tues, Wed., Thurs. & Fri. |
| | | 1 | Front Load – Refuse | 8 C.Y. | Mon., Tues., Wed., Thurs, & Fri. |
| | | 1 | Front Load - Recycling | 8 C.Y. | Monday, Wednesday, & Friday |
| 4 | 5620 Dublinshire Drive (North Pool) | 1 | Front load - Recycling | 6 C.Y. | Wednesday |
| | | 1 | Front load – Refuse | 8 C.Y. | Mon., Wed. & Fri. |
| 5 | 6363 Woerner-Temple (South Pool) | 1 | Front load – Recycling | 6 C.Y. | Wednesday |
| | | 1 | Front load - Refuse | 6 C.Y. | Mon., Wed. & Fri. |

| | | | | | |
|----|--|---|----------------------------|------------|---|
| 6 | 6350 Woerner-Temple (Ballentrae Park Lot) | 1 | Roll-off – Straw YW | 40 C.Y | 1 Delivery and Removal per Year |
| 7 | 6259 Cosgray Road (Darree Fields) | 1 | Front load – Refuse | 8 C.Y. | Monday, Wednesday, Friday |
| | | 1 | Front load – Recycling | 8 C.Y. | Thursday |
| 8 | 5600 Post Road (Rec Center Theater) | 2 | Roll-off - Refuse | 40 C.Y. | 3 Times a Summer (Barn Cleanout) |
| 9 | 7401 Avery Road (Avery Park) | 1 | Front load – Refuse | 8 C.Y | Mon., Wed., & Fri. |
| | | 1 | Front load – Recycling | 8 C.Y. | Wednesday |
| | | 1 | Roll-Off - Refuse | 30 C.Y. | 1 Delivery and Removal per Year |
| 10 | 7377 Riverside Drive (Scioto Park) | 1 | Front load – Refuse | 8 C.Y. | Tues. & Fri.,(Spring), Thurs. (Fall,Winter) |
| | | 4 | Roll Off YW (Straw) | 40 C.Y. | Delivery and Removal per Year |
| 11 | 6565 Commerce Pkwy (Justice Center) | 1 | Front load – Refuse | 4 C.Y | Monday, Tuesday, Wednesday., Thurs. |
| | | 6 | Waste Wheelers - Recycling | 96 Gallon. | Wednesday |
| 12 | 4040 Wyandotte Woods Blvd. (Emerald Fields) | 1 | Front Load – Refuse | 8 C.Y. | Tuesday, Friday |
| | | 1 | Front Load - Recycling | 8 C. Y. | Monday, Thursday |
| 13 | Kaltenbach Park 5985 Cara Rd. | 1 | Front load – Refuse | 8 C.Y. | Tuesday, Friday |
| 14 | 5555 Perimeter Dr. | 1 | Front load – Refuse | 4 C. Y | Monday |
| | | 2 | Waste Wheelers - Recycling | 96 Gallon. | Wednesday |
| 15 | 5200 Emerald Parkway | 0 | Front Load –Not Present | | |

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor as indicated above unless additional collections are necessary in the discretion of the City, at no additional charge to the City. The number, sizes and locations of the collection containers are subject to change in the discretion of the City upon written notice to the Contractor.

In addition, the Contractor shall provide open top roll-off containers of up to forty (40) yards capacity for Solid Waste and Recyclable Materials at no charge upon request of the City for special events including:

- Irish Festival:** (7) - 40 C.Y. refuse roll-offs, 1 pull per roll-off at end of day Saturday
(5) - 30 C. Y. recycle roll-offs, 1 pull per roll-off at end of day Saturday
(9) - 8 or 10 C.Y. recycle front load dumpsters, Deliver at beginning and remove after festival.
(8) – 8 C. Y. refuse front load dumpsters, Deliver at beginning, servicing 3X during festival prior to removal.

JASCO Event: (1) – 8 C.Y. FL container upon request of the city.

Fourth of July: (1) - 40 C.Y. refuse roll-off, 1 pull at end of event when called.

(1) - 40 C.Y. recycle roll-off, 1 pull at end of event when called.

Household Hazardous Waste: (5) - 30 C.Y. refuse roll-offs, 1 pull for each. .

Citywide Cleanup: (12) - 30 C.Y. refuse roll-offs, (6) - 8 C.Y. recycle front load dumpsters, and

(4) - 30 C.Y. yard waste roll-offs, 1 pull for each.

(4) – 4 C.Y. FL recycling containers, 1 pull for each

The Contractor will provide open top roll-off containers of up to thirty (30) yards capacity and Collection Services for two (2) additional special events per year at the discretion of the City. The Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity to provide a means of residential service when city projects or road construction prevents the contractor from accessing residential neighborhoods for recycling and refuse collection services. The Contractor shall provide open top roll-off containers and Collection Services for the minor remodeling of any Municipal Facility, up to five (5) pulls per year. The Contractor shall provide open top roll-off containers of twenty (20) yards capacity for the collection and transportation of pumpkins to Price Farms, up to ten (10) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

| | | | | | |
|-----------------------------|---------------------------|--------------|-------------|-------------|------------------|
| Fleet Maintenance | 781 Science Blvd. | 6 cubic yard | Solid Waste | 1x per week | Tuesday |
| | | 6 cubic yard | Recyclables | 1x per week | Tuesday |
| Headley Park*** | Headley & Clark State Rd. | 6 cubic yard | Solid Waste | 2x per week | Tuesday/ Friday |
| Price Road House | 94 Price Road. | 6 cubic yard | Solid Waste | 2x per week | Tuesday/ Friday |
| Woodside Green Park **** | 213 Camrose Court | 8 cubic yard | Solid Waste | 2x per week | Monday/ Friday |
| Academy Park **** | 1201 Cherry Bottom Rd. | 6 cubic yard | Solid Waste | 2x per week | Monday/ Thursday |
| Hannah Park **** | 6547 Clark State | 6 cubic yard | Solid Waste | 2x per week | Monday/Thursday |
| Friendship Park | 150 Oklahoma Ave. | 6 cubic yard | Solid Waste | 2x per week | Monday/Thursday |
| | | 6 cubic yard | Recyclables | 2x per week | Monday/Thursday |
| Hunter's Ridge Pool ** | 348 Harrow | 6 cubic yard | Solid Waste | 1x per week | Tuesday |
| Gahanna Swim Club** | 148 Parkland Dr. | 6 cubic yard | Solid Waste | 2x per week | Tuesday/ Friday |
| | | 6 cubic yard | Recyclables | 2x per week | Monday/Thursday |

** Seasonal Locations Version 1 / Hunter's Ridge Pool & Swim Club (April- Oct)

***Seasonal Locations Version 2/ Headley Park- 1x per week year round+ 2x per week-April-June+ September-November

**** Seasonal Locations Version 3/ 1x per week year round + 2x per week - (April-November)

Provide dumpsters (as needed) for residents' use when streets are torn up during construction projects

The Contractor shall collect all Solid Waste deposited in the Collection Containers provided by the Contractor twice each week unless additional collections are necessary in the discretion of the City, at no additional charge to the City.

In addition, the Contractor shall provide open top roll-off containers of up to forty (40) yards capacity at no charge upon request of the City for the following special event (or a similar): Creekside Blues & Jazz Festival (three (3) 40 cubic yard roll-offs for solid waste and one (1) 40 cubic yard roll-off for recyclables, including three collections one being a Saturday). The Contractor will provide open top roll-off containers of up to thirty (30) yards capacity and Collection Services for five (5) additional special events per year, in the discretion of the City.

The Contractor shall provide open top roll-off containers and Collection Services for the minor remodeling of any Municipal Facility, up to five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

EXHIBIT E

City of New Albany, Ohio

| | |
|-------------------------------|--------------------------------|
| Number of Residential Units: | 4,000 |
| Approximate annual volume of: | Solid Waste 3451 tons |
| | Recyclable Materials 1100 tons |
| | Yard waste 486 tons |

| | |
|--|--------------------|
| Current Collection Day: | Thursday |
| Entity that performs billing services: | Contractor/ Hauler |
| Entity that pays Recycling Processing: | City of New Albany |

Contractor/Hauler Provides a 96-gallon wheeled recycling containers to each resident

** In addition to their status quo bid, the City of New Albany is requesting an alternate bid, for a volume-based curbside collection of Solid Waste, limited to the trash cart provided by the collection contractor which includes collection of one (1) Bulk Item on each regularly scheduled collection day from the usual point of pickup, without advance notice from the resident. Under this option, the residents would have unlimited collection on the collection day immediately following Christmas Day. Additional details are set forth in Exhibit G.*

The City shall directly and separately pay for the following provision of collection containers and weekly service to the City by the Collection Contractor*:

Governmental Facilities and Community Events requiring services:

The Contractor shall provide collection containers and weekly service to the City at the following locations:

| | |
|---|---|
| Village Hall: | 2CY dumpster (solid waste) <u>pickup twice a week</u> |
| 99 W. Main Street | 2CY dumpster (recycling) <u>pickup twice a week</u> |
| (combining village hall and police station) | |

| | |
|--------------------------|---|
| Public Service Facility: | 8CY dumpster (solid waste) |
| 7800 Bevelhymer Rd. | 6CY dumpster (recycling) |
| | (1) 30CY dumpster (solid waste street sweepings, 52 pulls per year) |
| | (1) 30CY dumpster (construction debris) |

| | |
|-------------------------------------|----------------------------|
| Philip Heit Center for Healthy N.A. | 4CY dumpster (solid waste) |
| 150 W. Main | 4CY dumpster (recycling) |

| | |
|-----------------------------|--|
| Hinson Amphitheater | 4CY dumpster (solid waste) |
| 170 E. Dublin Granville Rd. | 2CY dumpster (recycling) |
| | (seasonal – pickup twice a week, May-Nov.) |

Community Events:

Two community events per year, each requiring:

(2) 8CY dumpsters (solid waste, 1 pull only)

(1) 8CY dumpster (recycling, 1 pull only)

** The costs of such services shall be as indicated in Exhibit G, Part II and such costs shall **not** be included in the per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste Recyclable Materials, and Yard Waste for New Albany.*

EXHIBIT E

City of Reynoldsburg

Number of Residential Units:

- 11,500

Approximate annual volume (by ton) of:

- Solid Waste = 10,389
- Recyclable Materials = 2,094
- Yard Waste = 1,191

Current Collection Day: Wednesday: West of Lancaster Road

Thursday: East of Lancaster Road

Entity that performs billing services: City of Reynoldsburg

Entity that pays Recycling Processing fees: City of Reynoldsburg

The City provides 65-gallon wheeled recycling containers to residents.

Governmental Facilities and Community Events requiring service:

The Contractor shall provide containers and collection services the following facilities, to be serviced twice a week, at no charge:

| FACILITY | QUANTITY | SIZE (YARD) | MATERIAL |
|-----------------------------------|----------|-------------|-------------|
| City Hall | 1 | 8 | Solid Waste |
| Police Station | 1 | 8 | Solid Waste |
| | 1 | 8 | Recycling |
| Senior Citizen Center | 1 | 8 | Solid Waste |
| Parks and Public Service Facility | 2 | 30 | Solid Waste |
| | 1 | 8 | Recycling |
| | 1 | 30 | Organics |

The contractor shall provide weekly collection service for the City's existing containers located on Main Street, between Waggoner Road and the City's western corporation limit, at no charge.

The Contractor shall provide containers and collection services for the following Special Events annually, at no charge, upon the request of the Public Service Director:

| SPECIAL EVENTS | QUANTITY | SIZE (YARD) | MATERIAL |
|-------------------------|----------|-------------|-------------|
| Spring Clean-up | 8 | 30 | Solid Waste |
| 4 th of July | 1 | 30 | Solid Waste |
| Tomato Festival | 3 | 30 | Solid Waste |
| | 2 | 30 | Recycling |
| Diwali | 3 | 30 | Solid Waste |
| Pumpkin Composting | 1 | 20 | Organics |
| Leaf Collection | 2 | 40 | Organics |
| Two Sports Events | 2 | 30 | Solid Waste |

The Contractor shall provide eight (8) pulls per Special Event. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

The Contractor shall provide open top roll-off containers and collection services for the minor remodeling of any Municipal Facility, include up to five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

No additional fee shall be charged to the City for these services notwithstanding the size, number and location of collection containers, the frequency of collections that may be required, or the volume or nature of the waste collected.

EXHIBIT E

City of Westerville, Ohio

Number of Residential Units: 11,500

Approximate annual volume (by ton) of: Solid waste = 10,591 tons
 Recyclable materials = 3,007 tons
 Yard waste = 4,042 tons

Westerville provides 64-gallon Recycling Containers to its residents.

Current Collection Day: Solid Waste and Recyclable Materials = Tuesday
 Yard Waste = Monday

Entity that performs residential billing services: City of Westerville

Entity that pays Recycling Processing Fees: City of Westerville

Governmental Facilities and Community Events requiring service:

City Dumpster Collection - Contractor shall provide dumpster service for the collection of solid waste from municipal facilities bi-weekly. Contractor will provide new dumpsters to the City at the aforementioned locations free of rent and will dispose of the City-owned dumpsters free of charge.

| Location Name | Street # | Dir | Street Name | Suffix | Charge | Code | # P/U | Service Days |
|---------------------------|----------|-----|-----------------|--------|--------|--------------|-------|--------------|
| WESTERVILLE ELECTRIC DEPT | 139 | E | BROADWAY | AVE | 30YD | ROLL OFF | 0 | ON-CALL |
| WESTERVILLE ELECTRIC DEPT | 139 | E | BROADWAY | AVE | 8YD | FL/MONTH-COM | 2 | WED/FRI |
| WESTERVILLE ELECTRIC DEPT | 139 | E | BROADWAY | AVE | 8YD | FL/MONTH-MSW | 2 | MON/THU |
| WESTERVILLE HERITAGE PARK | 60 | N | CLEVELAND | AVE | 3YD | FL/MONTH-COM | 2 | MON/THU |
| WESTERVILLE HERITAGE PARK | 60 | N | CLEVELAND | AVE | 3YD | FL/MONTH-MSW | 2 | MON/THU |
| COMMUNITY CENTER | 350 | N | CLEVELAND | AVE | 6YD | FL/MONTH-COM | 1 | MON |
| COMMUNITY CENTER | 350 | N | CLEVELAND | AVE | 6YD | FL/MONTH-MSW | 2 | MON/THU |
| COMMUNITY CENTER | 350 | N | CLEVELAND | AVE | 8YD | FL/MONTH-MSW | 2 | MON/THU |
| CITY OF WESTERVILLE | 35 | | COLLEGEVIEW | RD | 6YD | FL/MONTH-MSW | 1 | WED |
| CITY OF WESTERVILLE | 35 | | COLLEGEVIEW | RD | 4YD | FL/MONTH-COM | 2 | MON/WED |
| BARN | | | HERITAGE PK SVC | RD | 6YD | FL/MONTH-MSW | | |
| WESTERVILLE PD (future) | 229 | | HUBER VILLAGE | BLVD | XXX | XXX | XX | XX |
| WESTERVILLE HUBER VLG PK | 362 | | HUBER VILLAGE | BLVD | 6YD | FL/MONTH-MSW | 2 | MON/THU |
| OTTERBEIN CEMETERY | | | KNOX & WALNUT | | 95 | GAL | 1 | TUE |
| OTTERBEIN CEMETERY | | | KNOX & WALNUT | | 95 | GAL | 1 | TUE |
| WESTERVILLE TREATMENT PL | 312 | W | MAIN | ST | 4YD | FL/MONTH-MSW | 1 | TUE |
| WESTERVILLE TREATMENT PL | 312 | W | MAIN | ST | 4YD | FL/MONTH-COM | 1 | TUE |
| WESTERVILLE SENIOR CTR | 310 | W | MAIN | ST | 8YD | FL/MONTH-MSW | 2 | MON/THU |
| WESTERVILLE WATER TR. | 312 | W | MAIN | ST | 2YD | FL/MONTH-MSW | 2 | MON/THU |

| | | | | | | | | |
|---------------------------|-----|---|-------------|------|------|--------------|---|-------------|
| ALUM CREEK PARK | | W | MAIN | ST | 6YD | FL/MONTH-MSW | 1 | WED |
| WESTERVILLE FIRE DEPT | 400 | W | MAIN | ST | 8YD | FL/MONTH-MSW | 2 | MON/THU |
| HOFF WOODS PARK | 556 | | MCCORKLE | BLVD | 8YD | FL/MONTH-MSW | 2 | MON/THU |
| HOFF WOODS PARK | 556 | | MCCORKLE | BLVD | 6YD | FL/MONTH-MSW | 2 | MON/THU |
| WESTERVILLE SERVICE DEPT | 350 | | PARK MEADOW | BLVD | 20YD | RO | 0 | ON-CALL |
| WESTERVILLE SERVICE DEPT | 350 | | PARK MEADOW | DR | 2YD | FL/MONTH-MSW | 3 | MON/WED/FRI |
| WESTERVILLE SERVICE DEPT | 350 | | PARK MEADOW | DR | 2YD | FL/MONTH-MSW | 3 | MON/WED/FRI |
| WESTERVILLE SERVICE DEPT | 350 | | PARK MEADOW | BLVD | 30YD | RO | 0 | ON-CALL |
| WESTERVILLE SERVICE DEPT | 350 | | PARK MEADOW | DR | 6YD | FL/MONTH-MSW | 2 | WED/FRI |
| WESTERVILLE SERVICE DEPT | 350 | | PARK MEADOW | DR | 6YD | FL/MONTH-MSW | 2 | WED/FRI |
| WESTERVILLE SERVICE DEPT | 350 | | PARK MEADOW | DR | 8YD | FL/MONTH-COM | 1 | FRI |
| WESTERVILLE FIRE DEPT | 727 | E | SCHROCK | RD | 6YD | FL/MONTH-MSW | 2 | TUE/FRI |
| HIGHLAND POOL | 245 | S | SPRING | ST | 4YD | FL/MONTH-MSW | 3 | MON/WED/FRI |
| HIGHLAND POOL | 245 | S | SPRING | ST | 4YD | FL/MONTH-COM | 1 | FRI |
| HIGHLAND PARK | 245 | S | SPRING | RD | 4YD | FL/MONTH-MSW | 2 | MON/WED |
| HIGHLAND POOL | 245 | S | SPRING | ST | 4YD | FL/MONTH-COM | 3 | MON/WED/FRI |
| WESTERVILLE FIRE STATION | 355 | N | SPRING | RD | 6YD | FL/MONTH-MSW | 1 | WED |
| WESTERVILLE CITY HALL | 28 | S | STATE | ST | 95 | GAL | 1 | TUE |
| PIONEER CEMETARY | 865 | S | STATE | ST | 3YD | RL/MONTH-MSW | 1 | TUE |
| WESTERVILLE CITY HALL | 21 | S | STATE | ST | 3YD | FL/MONTH-MSW | 2 | MON/THU |
| WESTERVILLE CITY HALL | 21 | S | STATE | ST | 3YD | FL/MONTH-MSW | 2 | MON/THU |
| WESTERVILLE CITY HALL | 28 | S | STATE | ST | 95 | GAL | 1 | TUE |
| WESTERVILLE PLANNING & ZO | 64 | E | WALNUT | ST | 6YD | FL/MONTH-COM | 2 | WED/FRI |
| WESTERVILLE PLANNING & ZO | 64 | E | WALNUT | ST | 6YD | FL/MONTH-MSW | 2 | MON/THU |
| WESTERVILLE PARKS OFFICE | 64 | E | WALNUT | ST | RL | HAND | 1 | TUE |
| CITY OF WESTERVILLE P&R | 469 | | WESTDALE | AVE | 20YD | RO | 0 | ON-CALL |
| CITY OF WESTERVILLE P&R | 469 | | WESTDALE | AVE | 8YD | FL/MONTH-COM | 1 | FRI |
| CITY OF WESTERVILLE P&R | 469 | | WESTDALE | AVE | 8YD | FL/MONTH-MSW | 1 | TUE |
| CITY OF WESTERVILLE P&R | 469 | | WESTDALE | AVE | 8YD | FL/MONTH-MSW | 1 | TUE |

In addition, the Contractor shall provide open top roll-off containers of up to forty (40) yards capacity for Solid Waste and Recyclable Materials at no charge upon request of the City for three Household Hazardous Waste Collection events.

The Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity and Collection Services for solid waste and recyclable materials for six (6) additional special events per year at the discretion of the City.

The Contractor shall provide open top roll-off containers of up to (30) yard capacity and Collection Services for minor remodeling of any Municipal Facility, up to 5 pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

EXHIBIT E

Mifflin Township, Ohio

Number of Residential Units: 803

Approximate annual volume (by ton) of: Solid waste = 988 tons

Recyclable materials = 174 tons

Yard waste = 172 tons

Current Collection Day: Friday

Monday (YW)

Entity that performs residential billing services: Collection Contractor

Entity that pays Recycling Processing Fees: Mifflin Township

Collection Contractor provides a 35, 65, or 95-gallon trash carts to each resident as part of a volume-based program, and each resident receives a 65-gallon recycling cart.

Governmental Facilities and Community Events requiring service:

The Contractor shall provide five (6) yard capacity solid waste and recycling containers to the Township at the following locations at no additional charge to the Township:

- 1) 218 Agler Road, Gahanna
- 2) 475 Rocky Fork Blvd., Gahanna
- 3) 2459 Agler Road, Columbus
- 4) 422 McCutcheon, Gahanna
- 5) 501 Beecher Road, Gahanna

The Contractor shall collect all Solid Waste deposited in the collection containers provided by the Contractor once each week, unless additional collections are necessary at the discretion of the Township, at no additional charge to the Township, up to three (3) extra pulls per month. Once per year, on about March 15, the Township requires an extra pick-up at the 218 Agler Road location to remove artificial items left at the cemetery.

The Contractor will provide open top roll-off containers of up to (30) yards Capacity and Collection Services for not more than five (5) Special Events per year at the discretion of the Township. The Contractor shall provide open top roll off containers and Collection Services for the minor remodeling of any Township Facility, up to five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

EXHIBIT E

Plain Township, Ohio

Number of Residential Units: 800

Approximate annual volume (by ton) of: Solid Waste = 1,103 tons
 Recyclable Materials = 426 tons
 Yard Waste = 146 tons

Current Collection Day: Thursday

Entity that performs residential billing services: Collection Contractor

Entity that pays Recycling Processing Fees: Pass through to Residential Units.

Collection Contractor currently supplies 95-gallon Recycling Containers, but Plain Township may provide carts in the future.

Governmental Facilities and Community Events requiring service:

The Township shall directly and separately pay for the following provision of collection containers and weekly service to the City by the Collection Contractor*:

The Contractor shall provide collection containers to the Township at the following locations at no additional charge to the Township:

| | |
|---|---|
| Fire Department 9500 Johnstown Road New Albany, Ohio | 4 cubic yards, once per week 2, 95-gallon recycling carts, once/ week |
| Pool 76540 Swickard Woods Blvd. New Albany, Ohio | 8 cubic yards Solid Waste, three times per week (seasonal) 4 cubic yards Recyclable Materials, twice per week (seasonal) |
| Maplewood Cemetery 4585 Reynoldsburg/New Albany Road New Albany, Ohio | 4 cubic yards, once per week |
| Township Office 45 Second Street New Albany, Ohio | 4 cubic yards, once per week 95 gallon recycling cart, once per week |

** The costs of such services shall be as indicated in Exhibit G, Part II and such costs shall **not** be included in the per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste Recyclable Materials, and Yard Waste for Plain Township.*

The Contractor shall collect all Solid Waste deposited in the collection containers provided by the Contractor once each week unless additional collections are necessary in the discretion of the Township, at no additional charge to the Township. The number, sizes and locations of the collection containers are subject to change in the discretion of the Township upon notice to the Contractor.

In addition, the Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity at no charge upon request of the Township for Special Events, including but not limited to a Township-wide clean-up week. The Contractor will provide Special Event services for up to (5) additional Special Events per year at the discretion of the Township at no additional charge. The Contractor shall provide open top roll-off containers up to 30 yards capacity and Collection Services for the minor remodeling of any Township Facility not to exceed five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

The contractor shall collect once weekly all Solid Waste, Recyclable and Yard Waste materials deposited in the dumpsters.

In addition, the Contractor shall provide two (2) eight-cubic yard dumpsters and one (1) eight-cubic yard dumpster for collection of solid waste and recyclable material twice per year (1 pull each) for City community events.

EXHIBIT E

Washington Township, Ohio

Number of Residential Units: 386

Approximate annual volume (by ton) of: solid waste = 455
 recyclable materials = 405
 yard waste = 194

Current Collection Day: Solid Waste and Recyclable Materials = Wednesday
 Yard Waste = Monday

Entity that performs residential billing services: Not Applicable – the Township pays for the services without billing residents.

Entity that pays Recycling Processing Fees: Township

Collection contractor provides 95-gallon solid waste and 95-gallon recycling containers to each Residential Unit.

Governmental Facilities and Community Events requiring service:

The Collection Contractor shall provide collection containers to the Township at the following locations at no additional charge to the Township:

| LOCATION | SIZE | MONTH | PICK-UP TIMES PER MONTH |
|--|---------------|--------------|--------------------------------|
| Washington Township | 2 cubic yards | | Weekly |
| Administration and Fire Training Center | | | |
| 6200 Eiterman Road Dublin, OH 43016 | 2 cubic yards | Recycling | Weekly |
| Fire Station 91 | 8 cubic yards | | Weekly |
| 6255 Shier Road Dublin, OH 43016 | 8 cubic yards | Recycling | Weekly |
| Fire Station 92 | 4 cubic yards | | Weekly |
| 4497 Hard Road Dublin, OH 43016 | 4 cubic yards | Recycling | Weekly |
| Fire Station 93 | 4 cubic yards | | Weekly |
| 5825 Brand Road Dublin, OH 43017 | 4 cubic yards | Recycling | Weekly |

| | | | |
|---------------------|---------------|-----------|--------|
| Fire Station 95 | 4 cubic yards | | Weekly |
| 5750 Blazer Parkway | 4 cubic yards | Recycling | Weekly |
| Dublin, OH 43017 | | | |

The Contractor shall collect all Solid Waste and Recycling deposited in the collection containers provided by the Contractor once each week unless additional collections are necessary in the discretion of the Township, at no additional charge to the Township. The number, sizes and locations of the collection containers are subject to change in the discretion of the Township upon notice to the Contractor.

In addition, the Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity at no charge upon request of the Township for special events including a Township-wide clean-up week. The Contractor will provide special event services for up to five (5) additional special events per year in the discretion of the Township at no additional charge. The Contractor shall provide open top roll-off containers up to 30 yards capacity and Collection Services for minor remodeling of any Township Facility not to exceed five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

EXHIBIT F

Insurance Coverage Requirements
(please attach proof of insurance coverage consistent with below requirements)

| Coverage | Minimum limits of liability, terms and coverage |
|-------------------------------------|---|
| Commercial General Liability | \$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate |
| Auto Liability Insurance | \$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required |
| Employer's Liability | \$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate |
| Umbrella/Excess Liability | \$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability |
| Pollution Legal Liability | \$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract |
| Property | Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. Township shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the Contactor in the performance of services hereunder. |

EXHIBIT G – BID FORMS – PART I

Per Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste

The 2027 Consortium I Communities are divided into four (4) groups as set forth in Exhibit G Part I(A) - (D); each Exhibit G Part I Bid Form and any bid price(s) submitted thereon shall apply only to the specific Participating Communities named on that particular Exhibit G Part I Bid Form. Bidders may submit a bid for one, all, or any combination of the Participating Community groups (for example, a Bidder may choose to only submit bids on the Exhibit G Part I(B) and Exhibit G Part I(D) Bid Forms and not to submit bids on the Exhibit G Part I(A) and Exhibit G Part I(C) Bid Forms). However, if a Bidder chooses to submit a bid for a Participating Community group, the Bidder must submit a bid for all requested bids on the applicable Exhibit G Part I Bid Form, including but not limited to bid prices for all Participating Communities on the Bid Form. Bidders are also required to provide bid prices for the Part II, additional mandatory collection services. Bidders may, but are not required, to provide bid prices for the Part III, additional elective collection services and New Albany organics collection. The bids submitted in Part II shall only apply to the Participating Community groups for which the Bidder submitted a bid under Part I.

Collection shall occur on the following days of the week:

| COMMUNITY | SW/RM | YW |
|------------|----------|----------|
| Bexley | Monday | Monday |
| Mifflin | Friday | Monday |
| New Albany | Thursday | Thursday |
| Plain | Thursday | Thursday |

| COMMUNITY | SW/RM | YW |
|--------------|--------------------|--------------------|
| Gahanna | Tuesday | Monday |
| Reynoldsburg | Wednesday/Thursday | Wednesday/Thursday |

| COMMUNITY | SW/RM | YW |
|------------------|--------------|-----------|
| Blendon | Friday | Friday |
| Westerville | Tuesday | Monday |

| COMMUNITY | SW/RM | YW |
|------------------|--------------|-----------|
| Dublin | Wednesday | Monday |
| Washington | Wednesday | Monday |

Unless specifically stated otherwise in the Collection Agreement, all prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste. The Participating Communities will bid out and designate a Facility for Recyclable Materials processing prior to the commencement of this agreement, and pay any tipping fees (processing fees) Directly to the Recycling Processing Facility.

Unless otherwise indicated in Exhibit E, all prices shall also be inclusive of services provided to Municipal Facilities (Exhibit E) at no additional charge. With the exception of the City of Westerville, the Participating Communities will accept alternative bids if changing the collection day(s) of week results in a lower price.

EXHIBIT G – BID FORMS – PART I(A)

The current services for the Cities of Bexley and New Albany and Mifflin and Plain Townships are described as follows:

Bexley

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Bexley has some community-provided 64- or 96-gallon trash carts, for residents who have opted to purchase them from the City.
- Bexley has provided all residents with a 65-gallon recycling cart.
- Residents who do not purchase a cart, provide their own trash carts.

2026 price = \$23.95 plus \$1.63 per month or \$2.60 per quarter billing fee.

New Albany and Plain Township:

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Residents provide solid waste carts
- Rumpke currently provides each residential Unit with a 65-gallon, wheeled recycling cart.

2026 price = \$24.35 plus \$1.63 per month or \$2.60 per quarter billing fee.



Residents may rent additional Recycling Containers for \$3.50 per

All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited and shall include collection of Bulk Items from the usual point of pickup. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of a Resident’s selected collection container.



Resident Provided Solid Waste Collection Containers

Mifflin

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Rumpke provides 3 sizes of trash carts.
- Rumpke provides 65- gallon, wheeled Recyclable Materials Collection Container to each residential unit.

2026 price = based upon the volume of the Solid Waste Collection (cart contents only), plus \$1.63 per month or \$2.60 per quarter billing fee:

- 95 gallon \$24.54
- 65 gallon \$23.31
- 35 gallon \$22.92

Residents supply their own Yard waste containers and bulk items are collected on the regularly scheduled collection day.

EXHIBIT G – BID FORMS – PART I(A)

**STATUS QUO COLLECTION BID
Bexley, Mifflin, New Albany and Plain Township**

Bid Entry Table

Bidders shall provide a price for “Status Quo” service described above by entering the price in the bid entry tables below.

Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste

Recycling Processing Fees shall be paid by all communities

| City of Bexley |
|---|
| \$ _____ FIVE-YEAR TERM (1/1/27 - 12/31/31) |

| City of New Albany and Plain Township* |
|---|
| * Exhibit E services are not included in this price and shall be separately paid by the Community; |
| \$ _____ FIVE-YEAR TERM (1/1/27 - 12/31/31) |

Bid Entry Table

Bidders shall provide a price for service described above by entering figure A in the bid entry table below, which is the bid price for provision of service for a Residential Unit that uses a 95-gallon solid waste cart. The prices for service for Residential Units that use the 65- and 35-gallon Solid Waste cart sizes will be calculated using the formula in the Bid Entry Table (subtracting \$1.25 per month for using a 65-gallon cart, and subtracting \$2.50 per month for Residential Units using a 35-gallon cart).

| Cart Size | EXAMPLE Mifflin Township Cart-contents only |
|-----------|---|
| | Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste |
| 95 gallon | \$ <u>24.54</u> (A) |
| 65 gallon | \$ <u>23.29</u> (A -\$1.25) |
| 35 gallon | \$ <u>22.60</u> (A -\$2.50) |

| Cart Size | Mifflin Township Cart-contents only |
|-----------|--|
| | FIVE-YEAR TERM (1/1/27 - 12/31/31) |
| 95 gallon | \$ _____ (A) |
| 65 gallon | \$ _____ (A -\$1.25) |
| 35 gallon | \$ _____ (A -\$2.50) |

EXHIBIT G – BID FORMS – PART I(A)

**ALTERNATE COLLECTION BID
City of New Albany**

Solid Waste Containers and Collection

The Collection Contractor shall provide each Residential Unit with a 95-gallon, 65-gallon, or 35-gallon Solid Waste collection Container. Residents will be able to select an appropriately sized Solid Waste container for their needs. Per month cost for all services will be based on the selected size of Solid Waste container. The Collection Contractor will only be required to collect material that has been placed in the City-provided Solid Waste container, with limited exceptions (“cart contents only”).

Recyclable Materials Containers and Collection

The Collection Contractor shall provide each Residential Unit a with a 95-gallon wheeled, blue colored, Recyclable Materials collection container. The Collection Contractor will only be required to collect material that has been placed in the Recyclable Materials cart, with limited exceptions (“cart contents only”).

Yard Waste Containers and Collection

The Collection Contractor must also provide weekly Yard Waste collection, for which Residents must provide their own containers.

Bulk Collection

The Collection Contractor shall collect 1 Bulk item per Residential Unit, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit, without advance notice from the resident.

Bid Entry Table

Bidders shall provide a price for service described above by entering figure A in the bid entry table below, which is the bid price for provision of service for a Residential Unit that uses a 95-gallon solid waste cart. The prices for service for Residential Units that use the 65- and 35-gallon Solid Waste cart sizes will be calculated using the formula in the Bid Entry Table (subtracting \$1.25 per month for using a 65-gallon cart, and subtracting \$2.50 per month for Residential Units using a 35-gallon cart).

| EXAMPLE CITY OF NEW ALBANY ALTERNATE BID ENTRY TABLE CURRENT PRICING* FIVE-YEAR TERM (1/1/27 - 12/31/31) | |
|---|--|
| Cart Size | Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste |
| 95 gallon | \$ <u>24.35</u> (A) |
| 65 gallon | \$ <u>23.10</u> (A -\$1.25) |
| 35 gallon | \$ <u>21.85</u> (A -\$2.50) |

* Exhibit E services are not included in this price and shall be separately paid by the Community; Recycling Processing Fees shall be paid by New Albany.

| CITY OF NEW ALBANY ALTERNATE BID FIVE-YEAR TERM (1/1/27 - 12/31/31) | |
|--|--|
| Cart Size | Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste |
| 95 gallon | \$ _____ (A) |
| 65 gallon | \$ _____ (A -\$1.25) |
| 35 gallon | \$ _____ (A -\$2.50) |

EXHIBIT G – BID FORMS – PART I(B)

The current services for the Cities of Gahanna and Reynoldsburg are described as follows:

City of Gahanna

Local Waste is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Local Waste provides each Residential Unit with a 95-gallon solid waste cart (residents may request a smaller container).
- City of Gahanna currently provides each residential Unit with a 65-gallon, wheeled recycling cart.

2026 price = \$20.47 plus \$1.95 per month or per quarter billing fee.



Residents may rent additional Recycling Containers for \$3.50 per month

City of Reynoldsburg

Local Waste is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Local Waste provides each Residential Unit with a 95-gallon solid waste cart. Residents may request a smaller container, subject to availability, or opt out of Contractor provided cart and can use any other lidded container outlined in the City Codified Ordinances, Chapter 975.08.
- City of Reynoldsburg currently provides each residential Unit with a 65-gallon, wheeled recycling cart.

2026 price = \$20.47 plus \$1.95 per month or per quarter billing fee.

Residents provide their own Yard Waste Containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited and shall include collection of Bulk Items from the usual point of pickup. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of a Resident's selected collection container.



EXHIBIT G – BID FORMS – PART I(B)

**STATUS QUO COLLECTION BID
Gahanna and Reynoldsburg**

Bid Entry Table

Bidders shall provide a price for “Status Quo” service described above by entering the price in the bid entry table below.

Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste

Recycling Processing Fees shall be paid by communities

| Cities of Gahanna and Reynoldsburg |
|---|
| \$ _____ FIVE-YEAR TERM (1/1/27 - 12/31/31) |

EXHIBIT G – BID FORMS – PART I(C)

The current services for the City of Westerville and Blendon Township are described as follows:

Westerville & Blendon:

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- Residents provide their own trash containers and yard waste containers.
- City of Westerville and Blendon Township currently provide each residential Unit with a blue wheeled recycling cart.

2026 price = \$24.42 plus \$1.63 per month or \$2.60 per quarter billing fee.



Residents may rent additional Recycling Containers for \$3.50 per month

The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited and shall include collection of Bulk Items from the usual point of pickup. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of a Resident’s selected collection container.

EXHIBIT G – BID FORMS – PART I(C)

**STATUS QUO COLLECTION BID
Blendon Township and Westerville**

Bid Entry Table

Bidders shall provide a price for “Status Quo” service described above by entering the price in the bid entry table below for the initial three-year term and two optional one-year extensions.

Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste
Recycling Processing Fees shall be paid by communities

| |
|---|
| Blendon Township and City of Westerville |
| \$ _____ FIVE-YEAR TERM (1/1/27 - 12/31/31) |

EXHIBIT G – BID FORMS – PART I(D)

Collection Bid - Dublin and Washington Township

The current services for the City of Dublin and Washington Township are described as follows:

Dublin & Washington Township:

Rumpke is currently providing service through 2026 for weekly collection and disposal of Solid Waste, Recycling Materials, and Yard Waste.

- City of Dublin
 - City provides 65-gallon recycling carts to each Residential Unit (residents may request a different size)
 - Residents provide solid waste containers or rent from Rumpke.
- Washington Twp.
 - Rumpke provides 95-gallon solid waste and 95-gallon recycling containers to each Residential Unit.

2026 price \$24.22 plus \$1.63 per month or \$2.60 per quarter billing fee.
Dublin and Washinton Township both pay for the services without billing their residents.



Residents may rent additional Recycling Containers for \$3.50 per

The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited and shall include collection of Bulk Items from the usual point of pickup. Bulk Item collection does not include additional household Solid Waste that simply exceeds the capacity of a Resident’s selected collection container.



Resident Provided Yard Waste Container Containers

EXHIBIT G – BID FORMS – PART I(D)

**STATUS QUO COLLECTION BID
Dublin and Washington Township**

Bid Entry Tables

Bidders shall provide a price for “Status Quo” service described above by entering the price in the bid entry table below for the initial three-year term and two optional one-year extensions.

Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste
Recycling Processing Fees shall be paid by communities

| City of Dublin & Washington Township |
|---|
| \$ _____ FIVE-YEAR TERM (1/1/27 - 12/31/31) |

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

(Contractors are advised that they **shall** provide a bid price for the below additional services)

| | |
|---|----------|
| Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services | \$ _____ |
| Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services | \$ _____ |
| Per Residential Unit per month surcharge for performing Carry-Out Collection Services¹ | \$ _____ |
| Per appliance surcharge for Chlorofluorocarbon (CFC) removal | \$ _____ |
| Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement) | \$ _____ |
| Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement) | \$ _____ |
| Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement) | \$ _____ |
| Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement) | \$ _____ |

¹ The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service.

| | |
|--|--|
| <p>Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)</p> | <p>\$ _____</p> |
| <p>Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)</p> | <p>\$ _____</p> |
| <p>Per Residential Unit per month surcharge for the Rental of 95 gal., 65 gal., and 32 gal. Solid Waste or Recyclable Materials collection container</p> | <p>\$ _____ (95) \$ _____ (65) \$ _____ (35)</p> |
| <p>Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.</p> | <p>\$ _____</p> |

| <u>Additional Recyclable Materials Collection for Municipal Facilities and Special Events</u> | Pulls/Collections Per Week* | | | | | |
|--|------------------------------------|----------|----------|----------|----------|----------|
| Container Size | 1 | 2 | 3 | 4 | 5 | 6 |
| Cart/tote up to ½ cubic Yard or ≈ 95 gallon | \$ | \$ | \$ | \$ | \$ | \$ |
| 2 to 3 cubic yards | \$ | \$ | \$ | \$ | \$ | \$ |
| 4 cubic yards | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 cubic yards | \$ | \$ | \$ | \$ | \$ | \$ |
| 8 cubic yards | \$ | \$ | \$ | \$ | \$ | \$ |
| 10 cubic yards | \$ | \$ | \$ | \$ | \$ | \$ |
| 6-cubic yd. compactors | \$ | \$ | \$ | \$ | \$ | \$ |
| 8-cubic yd. compactors | \$ | \$ | \$ | \$ | \$ | \$ |
| 30-cubic yd compactors | \$ | \$ | \$ | \$ | \$ | \$ |
| 35-cubic yd compactors | \$ | \$ | \$ | \$ | \$ | \$ |

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and/or processing. There shall be no rental fee or any charge for provision of the container or compactor.

EXHIBIT G – BID FORMS – PART III

OPTIONAL BID CITY OF NEW ALBANY CURBSIDE FOOD WASTE COLLECTION OPEN TO BID BY COLLECTION CONTRACTORS AND SPECIALTY FOOD WASTE COLLECTION COMPANIES

The City of New Albany requests an **optional** add-on price to provide weekly curbside Food Waste collection to all **4,000** Residential Units in the City. This bid shall be open to any Collection Contractor submitting a bid for Collection Services, as well as any specialty food waste collection company electing to bid on this service.

Food Waste collection services shall begin January 1, 2027. The program will be available to all residents in the City of New Albany; however, prior to start of services the City of New Albany shall establish a registration process for any interested residents and notify the selected Food Waste Collection Contractor of the addresses that have registered to receive the service. Should residents later opt-in or opt-out of the service after the start of the program, the City shall provide prompt notification to the selected Food Waste Collection Contractor.

No later than November 30, 2026, the City will purchase 5-gallon food waste collection containers and liners and make them available to the Food Waste Collection Contractor. Prior to the commencement of Food Waste collection services on January 1, 2027, the Food Waste Collection Contractor shall deliver the Food Waste collection containers and liners to each Residential Unit that registers for the service.

The Food Waste Collection Contractor shall provide regular weekly curbside collection of Food Waste from each Residential Unit located within the City of New Albany that has registered for Food Waste collection service. All Food Waste generated at each Residential Unit and placed in the designated container shall be collected by the Food Waste Collection Contractor. The Food Waste Collection Contractor shall collect, transport and deliver all Food Waste to the Food Waste Processing facility identified with the bid price.

The Food Waste Collection Contractor shall pay to the owner or operator of the Identified Food Waste Processing Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Food Waste collected by the Food Waste Collection Contractor and delivered to the Identified Facility. Food Waste shall not be delivered to any landfill. All Food Waste Collection Services performed by the Food Waste Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

The City is seeking a uniform and consistent per Residential Unit per month charge for curbside collection regardless of the number of participants in the program. Although no guarantees will be made in terms of participation, it is anticipated that around 30% participation will be achieved in the beginning of the program with a goal to achieve at least 50% participation by year 3 of the program. While it is not anticipated that all Resident Units will participate in the program, and it is anticipated that participation in the program will be less than curbside recycling, all Residential Units will be eligible to receive the service. As a result, the bid price must account for full participation, whatever that level ends up being.

.In the event that the Collection Contractor for trash, recycling, and yard waste is also the selected contractor for Food Waste Collection, the City reserves the right to require the Collection Contractor to incorporate the food waste collection bid price into a single service charge for trash, recycling, yard waste, and food waste collection, and invoice residents directly. Alternatively, the City shall be billed for weekly curbside Food Waste Collection on a monthly or quarterly basis.

In the event that a specialty Food Waste collection company is selected to provide curbside Food Waste Collection, the specialty Food Waste Collection Contractor, Collection Contractor and the City shall enter into a three-party contract setting forth the rights and obligations of each. The City reserves the right to require the Collection Contractor to incorporate the food waste collection bid price into a single service price for trash, recycling, yard waste, and food waste collection, and invoice residents directly. Under this scenario, the Food Waste Collection Contractor shall submit monthly or quarterly invoices to the Collection Contractor for payment on behalf of the services provided to the City. Such an arrangement will be detailed in the three-party contract referenced above. Alternatively, the City shall be billed by the Food Waste Collection Contractor for weekly curbside Food Waste Collection on a monthly or quarterly basis, and the City will reimburse the Food Waste Collection Contractor directly.

At the option of the City at any time during the term of this Agreement, and as authorized by Section 3707.43 of the Ohio Revised Code, the Collection Contractor shall be responsible for invoicing and collecting the Food Waste Collection bid price from residents for the Collection Services provided by the Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the City. Such Administrative Fee shall include all related collection, disposal and processing fees, and shall not exceed the applicable amount specified on this Bid Form.

| | |
|---|----------|
| Per Residential Unit per month surcharge for Weekly Curbside Food Waste Collection (this applies to City of New Albany only) | \$ _____ |
|---|----------|

*In the event that the City is billed directly for the Curbside Food Waste Collection service, the amount billed per month will be the bid price multiplied by the number of Residential Units, which is 4,000. In the event that the Collection Contractor is billing the residents, the bid price for food waste collection service shall be added to the bid price for Collection Services and incorporated into a single service charge for trash, recycling, yard waste, and food waste collection.

Identify the proposed Food Waste processing facility in the lines below:

Name of Facility: _____

Address: _____

Primary Contact at Facility: _____