



Request for Qualifications to Provide Risk Management & Insurance Consulting Services

Project No. 6040

Advertised April 11, 2025
Deadline for questions or clarification 4:00 p.m., April 30, 2025
Statements of Qualifications due 1:30 p.m., May 6, 2025
Potential award timeframe June 2025

Project Manager

Andrew Ehlenbach, Sr. Accountant & Budget Administrator

Board of Trustees

Susan Tilgner, Chair
Kathy Owens, Vice Chair
Commissioner Erica Crawley
Ron Grossman
Patrick King
Jennie McAdams
Stephen Sayre
Randy Sokol
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Exhibit A – Scope of Services

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Required Forms

1. Non-Collusion Affidavit
2. Non-Discrimination Affidavit
3. Affidavit of Authority
4. Delinquent Tax Affidavit
5. W-9 Form (*Rev. March 2024 by the IRS*)
6. Representative Document
7. Addendum Acknowledgement
8. RFQ Exceptions Form
9. Acknowledgement (Local, Certified, EOE, and Green)

Proposer must also Submit

- Certificate of Insurance

Exhibit C – Sample Contract

Public Notice

The Solid Waste Authority of Central Ohio (SWACO) is requesting Statements of Qualifications (SOQ) from qualified suppliers to provide Risk Management and Insurance Consulting. Do Business With Us and register to download the RFQ documents by visiting www.swaco.org/Bids.aspx. SOQs for this Project must be received by SWACO no later than 1:30 p.m. (EST) May 6, 2025. Contact SWACO Procurement in writing only at procurement@swaco.org for questions concerning this RFQ. No phone calls please. SWACO reserves the right to reject any and all SOQs and to waive minor irregularities or informalities in the selection process.

Advertised in *The Columbus Dispatch* on Friday, April 11, 2025

Request for Qualifications to Provide Risk Management & Insurance Consulting Services



I. General Information

A. SWACO. The Solid Waste Authority of Central Ohio (“SWACO”) is a regional solid waste authority established in accordance with Ohio Revised Code Section 343.011. SWACO was created in 1989 in response to Substitute House Bill 592 (“HB 592”) to develop and implement a comprehensive solid waste management plan for the Franklin County Solid Waste Management District, which is comprised principally of Franklin County but includes parts of five (5) adjacent counties (collectively the “District”).

As a political subdivision of the State of Ohio, SWACO operates a Subtitle D sanitary landfill with an allowable maximum daily capacity of eight thousand (8,000) tons and two (2) waste transfer stations with a combined capacity of approximately two thousand (2,000) tons per day. SWACO owns and/or leases multiple facilities and operates on an estimated fifty-one million dollars (\$51,000,000) of annual revenue and twenty-five million (\$25,000,000) of SWACO’s EPA Trust Fund.

SWACO employs approximately one hundred thirty-five (135) full-time staff who work under four (4) major organizational functions: Administration, Operations, Legal Affairs, and Innovation & Programs. SWACO also provides programs aimed at reducing the generation and disposal of solid waste within SWACO’s District. These programs include public education and awareness, yard waste composting, and other waste-reduction activities. SWACO is also responsible for maintenance activities at a closed landfill. Total solid waste generation within SWACO’s District exceeds one million tons (1,000,000) per year.

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

II. The Project

A. Project Description. SWACO contemplates that it will need assistance with identifying areas of liability and/or risk exposure that may exist. The Services are for a three- (3)- year contract with a Successful Proposer that will effectively determine the appropriate type and amount of insurance coverage needed to adequately protect SWACO against such liability and/or risk exposure (“Project”).

Proposers may obtain the latest copy of SWACO’s Comprehensive Annual Financial Report at: <http://www.swaco.org/swaco/finances.htm>.

B. Project Objective. SWACO is seeking a qualified supplier to collectively provide risk management and insurance consulting services. The Project expectations and details are described in the Scope of Services.

C. Scope of Services. SWACO has developed a Scope of Services, **Exhibit A**, for the purposes of seeking Statements of Qualifications for the Project. The listed Services may be further developed and refined during the evaluation process and the negotiation of any contract that may be awarded to a Successful Proposer, if any. The final Scope of Services for the Project may include any, all, or none of the elements as contained in Exhibit A.

D. Required Forms and Documents. Section III, Subsection C, provides a list of *Required Forms*, attached hereto as **Exhibit B**, for this RFQ. All Required Forms are to be filled out in their entirety, notarized when applicable, and included with the SOQ. Proposers must also include a copy of their Certificate of Insurance with the SOQ submission.

E. Sample Contract. A sample contract is provided, attached hereto as **Exhibit C**, setting forth the proposed terms, conditions, provisions, and/or specifications, which shall govern the relationship of SWACO and the Successful Proposer, if any, upon the award of a contract for the Project.

F. Exceptions to RFQ. Any exceptions to this RFQ will be considered and included in SWACO’s evaluation. If the Proposer fails to list any exceptions, SWACO will assume compliance with the terms, conditions, and requirements of the RFQ, including the Sample Contract, and Proposer shall not raise any exceptions later if selected for award. Please see Exhibit B, Required Forms and Documents, for the *RFQ Exceptions* Form.

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

H. Timeline of Events. The following is the schedule of events concerning the submittal and consideration of Statements of Qualifications and the award of the contract to the Successful Proposer(s). All dates listed may be altered at SWACO's sole and complete discretion.

Advertised.....	April 11, 2025
Deadline for Questions or Clarification.....	4:00 p.m., April 30, 2025
Statements of Qualifications Due	1:30 p.m., May 6, 2025
Interviews for Top-Ranked Proposers	May 20, 2025
Potential Award Timeframe.....	June 2025

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

1. *Project or Services* means providing all necessary labor, equipment, tools, and materials required to provide professional risk management services and insurance consulting as requested by SWACO.
2. *Proposer* means a person or organization submitting a Statement of Qualifications.
3. *RFQ* means Request for Qualifications.
4. *RFQ Documents* mean this RFQ, its exhibits, and any addenda published relating to this RFQ.

5. *Sample Contract* means the sample contract provided by SWACO to potential Proposers setting forth the proposed terms, conditions, provisions and/or specifications which may govern the relationship of SWACO and the Successful Proposer, if any, upon award of the contract for the Project.
6. *SOQ* or *Statement of Qualifications* means the written response to this RFQ, including, without limitation, any modifications, or revisions thereto, submitted pursuant to the terms, conditions and provisions set forth in this RFQ.
7. *Successful Proposer* means the Proposer(s) with which SWACO negotiates and enters into a contract as a result of the process set forth in this RFQ.
8. *SWACO* means the Solid Waste Authority of Central Ohio.

III. SOQ Format and Requirements

A. SOQ Format. SOQ submissions must be electronically uploaded to SWACO using the link provided in Section IV below.

B. SOQ Requirements. Each SOQ must contain the information requested in this Section III to be considered a responsive Proposer. SOQs should be no more than thirty (30) pages, not including resumes and required documents. SOQs should also be assembled in sequential order of the requested information, including and without limitation, information regarding the following:

1. ***Brief Narrative***. A brief narrative describing the Proposer and its personnel, any subcontractors that will be on the Project and their personnel, and Proposer and subcontractor experience. Please limit the *Brief Narrative* to no more than three (3) pages. Brief narratives that contain sections simply relying on references to attachments or appendixes will not receive consideration.

2. ***Description of the Proposer*** – The Proposer’s background, including a brief description the organization, date founded, and ownership of the Proposer (e.g., past history, present status, future plans, company size, years in business, number of locations, as well as the number of years operating in Ohio).

- a) Indicate if it has experienced a material change in organizational structure, ownership, or management during the past three (3) years and, if so, please describe.

- b) Describe any other business affiliations or partnerships the Proposer currently has in place that may impact Proposer in providing the Project.

- c) Disclose any employees who were previously employed at SWACO within the last two (2) years**.

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

3. ***Proposer’s Minimum Qualifications and Experience*** – Proposers should be able to demonstrate their experience providing similar services through references. Provide a brief description of the Proposer’s qualifications and

experience for performing the Scope of Services, and without limitation, information regarding the following:

- a) A list showing at least three (3) client references demonstrating ten (10) years of experience for which the Proposer has provided similar services to those listed in the Scope of Services (Exhibit A).
 - Proposers should be able to demonstrate their experience providing similar services through references.
 - Provide contact information for those references that may be contacted by SWACO.
- b) Include any experience and references with the government segment.

4. *Proposer's Personnel and Subcontractors.* Include a list of all persons that will be assigned or employed on the Project by the Proposer. In addition, the SOQ shall also identify:

- a) Background information on Proposer's key person or project manager who will be taking the most active role(s) in the Project.
- b) Resumes and biographical information must only be provided on key members of the team that will be directly involved in the Project. Please do not include resumes of personnel that will not be a key member of the team.
- c) A description of their experience on similar projects, including the number of years at the Proposer's organization, any professional licenses and designations, and a list of references that may be contacted.
- d) A narrative of the Proposer's training and education efforts to keep Project personnel informed of progress and any relevant Project changes.
- e) Any subcontractors and their assigned roles that may be employed by the Proposer on the Project. Provide best estimate for percentage of the subcontractor's responsibility for assigned role.

5. *Approach to the Project* – Provide a detailed project plan setting forth the manner in which you are proposing to deliver Services, including objectives, milestones, communications, how any changes will be implemented, and any information or decisions required of SWACO.

- a) Briefly describe any additional features, attributes, or conditions which SWACO should consider in the selection process.
- b) Provide any other information that Proposer feels applicable to the evaluation of their qualifications for providing the Services. Use this section to address those aspects of the Proposer's services that distinguish it from others. Additional information shall be considered when evaluating.

C. Required Forms and Documents. SOQs must contain the following Required Forms, attached hereto as ***Exhibit B***, which must be filled out in their entirety, executed, and included with the SOQ:

- a) Non-Collusion Affidavit
- b) Non-Discrimination Affidavit
- c) Affidavit of Authority
- d) Delinquent Tax Affidavit
- e) W-9 Form (*Rev. March 2024 by the IRS*)

- f) Representative Sheet
- g) Addenda Acknowledgment
- h) Exceptions to RFQ
- i) Acknowledgement (Local, Certified, EOE, or Green)

Proposer must also provide:

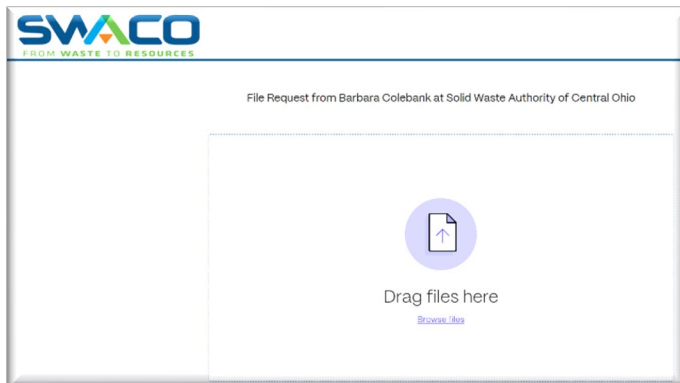
- Certificate of Insurance

IV. Submitting the SOQ

A. Submittal Information. All Statements of Qualifications must be uploaded electronically in a PDF document and titled, “**Proposer’s Name - SOQ Risk Consulting.**” ZIP FILES ARE NOT ACCEPTED. Please include Proposer’s name to the file name(s) and upload to the following link:

<https://swaco.sharefile.com/r-rbc30c112791749daf5419e35ecfa662>

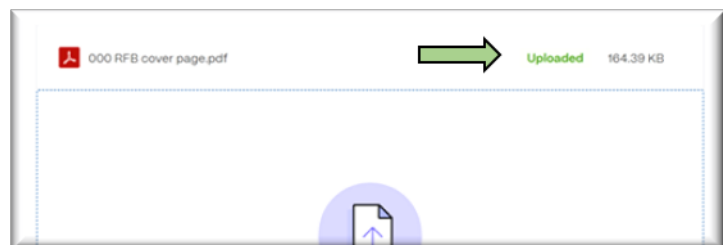
Click on the link above, which will take you to another screen to enter your email, name, and company before the link opens for you to submit your SOQ. You should see the screen below after entering your information:



← Next, drag and drop your documents into the ShareFile box.

Please Note: A successful upload will display as **Uploaded** as shown to the right →.

You will not receive additional confirmation of your upload.



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

B. SOQ Documents. All submitted responses to this RFQ **must be uploaded to the link provided no later than 1:30 p.m., May 6, 2025.** All SOQs will be time and date stamped upon successful upload and shall be considered the official time and date of receipt by SWACO.

C. SOQ Submission. It is the sole responsibility of the Proposer for the uploading of its SOQ to the link provided prior to 1:30 p.m., May 6, 2025

1. Failure to submit SOQs electronically as instructed above in paragraph A. shall not be considered a valid submission to SWACO.

2. Paper documents, facsimiles, emails, or any other mode of transmission other than that stated above shall not be considered as a valid submission.

3. SWACO is not liable for non-submission and/or late submission of any SOQ response due to a Proposer not having correct information.

4. A submission to this RFQ shall be considered evidence that the Proposer has examined and is satisfied as to the terms, conditions, provisions, specifications, and/or requirements for the Project described in the RFQ Documents. If Proposer does have exception to the RFQ Documents, those exception(s) are outlined in the RFQ Exceptions Form in Exhibit B.

5. No pleas of ignorance of any of the terms, conditions, provisions, and/or specifications set forth in the RFQ Documents shall be accepted as a basis for any claim for an increase in the amount by a Proposer or an extension of the times set forth in the RFQ Documents.

D. SOQ Preparation Costs. Proposer shall be liable for all costs or expenses related to investigating, preparing, and submitting a SOQ in response to this RFQ as well as any costs or expenses related to the negotiation and award of any contract resulting from this RFQ.

E. Termination of RFQ Process. At any time prior to the execution of any contract awarded pursuant to this RFQ by SWACO's Executive Director, SWACO may terminate the process set forth in this RFQ for any or no reason.

V. RFQ Questions, SOQ Modifications, Withdrawal, and Opening

A. Proposer Requests for Information and Addendums. Requests for information from a Proposer shall be submitted in writing only to SWACO Procurement via e-mail at procurement@swaco.org. **Any and all such requests must be received no later than 4:00 p.m., April 30, 2025.** SWACO shall respond to any properly submitted request for information by a written addendum issued to all Proposers who have obtained an RFQ packet for this Project. In addition, SWACO, on its own initiative, may issue such other addenda as it may deem appropriate from time to time. No request for information shall be considered answered by SWACO until SWACO has issued an addendum in response to such request for information, and copies of the written request for information and SWACO's response has been issued to each Proposer. Upon receipt of any addendum, Proposers shall notify SWACO in writing of its receipt of the addendum by completing the *Addendum Acknowledgement* form in Exhibit B, *Required Forms*, and submitting with the SOQ.

B. Modification of SOQ. At any time prior to the opening of SOQs, a Proposer may modify its SOQ in writing by submitting a modification marked in the same manner as the original SOQ via electronic upload to SWACO at the link set forth in this RFQ. Any such modification must be received by SWACO prior to the opening date and time of the SOQ to be considered effective.

C. Withdrawal of SOQ. Prior to the opening of SOQs, a Proposer may withdraw its SOQ provided the Proposer makes a written request to withdraw the SOQ. Such request must be received by SWACO Procurement at the email address indicated above in paragraph A prior to the opening of SOQs at 1:30 p.m., May 6, 2025. The written request to withdraw must be executed by a party authorized to execute the SOQ, include an executed Affidavit of Authority, and be emailed to SWACO. Any properly withdrawn SOQ shall be returned to the Proposer unopened.

D. SOQ Opening. All SOQs received by 1:30 p.m., May 6, 2025, shall be electronically opened. The list of Proposers that submitted SOQs will be distributed to those who downloaded the RFQ Documents. **No other information will be released at the time of the opening.**

E. Rejection or Waiver of SOQs. SWACO may, in its sole and complete discretion, reject any or all SOQs, waive any irregularities contained in an SOQ, or terminate the process set forth in this RFQ at any time if it is determined in the best interest of SWACO to do so. Solicitation and opening of any SOQ submitted in response to this RFQ does not create any express or implied obligation of SWACO to enter into any contract.

VI. Standard Terms and Conditions

A. Budgeting. All budgets are subject to the annual appropriation of funds by the SWACO Board of Trustees.

B. Taxes and Payment. The Proposer is hereby notified that:

1. SWACO is a Political subdivision pursuant to ORC Section 343 and exempt from State sales or use taxes. Therefore, such taxes shall not be included in any rate or price quotations submitted; and
2. SWACO does not pay retainers, deposits, or make any other advance payments prior to services rendered.

C. Contract Termination. SWACO's standard contract termination is at least fifteen (15) days in writing prior to the date of the intended early termination of the Proposed Contract.

D. Invoicing. Invoices must be submitted to SWACO within sixty (60) days after Services have been rendered and such invoice(s) received shall be paid within thirty (30) days of its approval by SWACO.

E. Additional Fees. Notwithstanding any term, condition, or provision set forth in the SOQ, SWACO shall not be obligated or liable to the Successful Proposer and/or any other party for any late payment, collection costs, fees, and/or interest charges.

F. Indemnification and Insurance. Each Successful Proposer is advised that in addition to any other terms, conditions or provisions that may be contained in any contract awarded and executed as a result of this RFQ (including without limitation warranty provisions), the Successful Proposer shall agree to the following indemnification and insurance provisions:

1. *General Duty to Indemnify SWACO.* The Successful Proposer shall indemnify and hold harmless SWACO, its trustees, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other

reasonable costs of defense), of any nature, kind or description, which (a) are caused by or result from the performance of the Services by the Successful Proposer, anyone directly or indirectly employed by the Successful Proposer, any sub-contractor of the Successful Proposer, or anyone for whose acts the Successful Proposer is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless or willful act, error or omission of the Successful Proposer, anyone directly or indirectly employed by the Successful Proposer, any sub-contractor of the Successful Proposer, or anyone for whose acts the Successful Proposer is legally liable. The terms and conditions of this paragraph shall survive termination of this contract for any reason.

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

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

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

- a) General Liability Insurance, containing the following limits and terms:
 - 1) \$1,000,000.00 per occurrence
 - 2) \$2,000,000.00 aggregate
 - 3) \$1,000,000.00 Products/Completed Operations Aggregate
 - 4) Name SWACO as an additional insured
 - 5) Waiver of subrogation in favor of SWACO and all related entities or subsidiaries, employees, agents, and/or representatives
 - 6) Automobile Liability Insurance, containing a limit of \$1,000,000.00 per occurrence.
 - 7) Worker's Compensation and Employer's Liability Insurance, containing the following limits:
 - Statutory Limits for the State of Ohio \$500,000.00/\$500,000.00/\$500,000.00 Employer's Liability Limit
 - 8) Professional Liability Insurance covering errors, omissions, and/or negligence of the Advisor with a coverage limit of \$5,000,000.00.
 - 9) Umbrella Liability Insurance containing the limit of \$2,000,000.00 per occurrence and terms including the following "form coverage."
- b) **The limits set forth above may be adjusted according to industry standards, risk, and further assurances.**

- c) Each policy of insurance required to be purchased and maintained by the Successful Proposer shall be purchased from an insurance carrier rated by A.M. Best as A-, VII or better;
- d) Each policy and respective certificate of insurance shall expressly provide that should the Successful Proposer's insurance lapse, be cancelled, non-renewed or materially altered, the Successful Proposer shall provide SWACO with no less than thirty (30) days prior written notice of such cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance.
- e) The Successful Proposer shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the contract until the date of the termination of the contract or the date of payment of the final invoice issued by Successful Proposer, whichever is later. Failure of the Successful Proposer to comply with the terms and conditions of this paragraph shall constitute a material breach of the contract and shall be cause for termination of this Contract by SWACO.
- f) Insurance policies required to be purchased and maintained by the Successful Proposer may include a reasonable loss deductible, as is customary for the Successful Proposer's industry, which shall be the sole responsibility of the Successful Proposer to pay in the event of any covered loss.

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

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

VII. Applicable Law

A. Venue. The terms, provisions and conditions as set forth in this RFQ, the submission and evaluation of any SOQs submitted in response to this RFQ, the negotiation, award, execution, and construction of the terms, conditions, provisions, and the scope of services of any contract resulting from this RFQ, and all other matters or claims related to this RFQ and/or any contract resulting from this RFQ shall be solely governed by, and construed in accordance with, the laws of the State of Ohio without regard to its choice of law provisions and to the exclusion of the law of any other jurisdiction. Any action, claim, suit, or proceeding related to this RFQ or any contract resulting from this RFQ shall be brought only in a court having appropriate jurisdiction and venue in Franklin County, Ohio.

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

C. Public Records. A submitted pursuant to this RFQ shall become the property of SWACO. Pursuant to and subject to this RFQ and the Ohio Revised Code, all information submitted shall become a record open to the inspection of the public upon the completion or termination of the selection process set forth in this RFQ. However, if there is material in a Statement of Qualifications that a Proposer deems to be confidential, it should be clearly identified and marked confidential and accompanied by a written explanation stating the basis of such claim. Any confidential material that is so designated shall be removed from the Statement of Qualifications prior to its release to the public if permitted by the laws of the State of Ohio including, without limitation, Ohio Revised Code Section 149.43. The determination as to the confidentiality of any material identified as such by a Proposer shall be made by SWACO in SWACO's sole and complete discretion. SWACO shall assume no risk, nor shall it be held liable by any Proposer for the release of any material that a Proposer may claim to be confidential. Submittal of a Statement of Qualifications in response to this RFQ shall be deemed acknowledgement and acceptance of the terms and provisions contained in this paragraph C.

VIII. Statement of Qualifications Evaluation

A. Selection Summary. Each Proposer responding to this RFQ will be evaluated and selected based on its qualifications and the qualifications and experience of the particular individuals identified as the Proposer's proposed team for the Project.

1. After evaluating the responses to the RFQ, SWACO will select a short list of the highest-ranked Proposers that it considers to be the most qualified.
2. Proposers will then be invited to a scheduled virtual or in-person interview with the Evaluation Committee to further discuss its qualifications, Project approach, and fee structure.
3. The best value criteria will be used in determining the Successful Proposer that include or offer the greatest value to SWACO, combining both qualifications and fee.

Proposers should be prepared to attend an interview on May 20, 2025, unless notified.

B. Evaluation Criteria. SOQs shall be evaluated based upon the Proposer's ability to meet the requirements set forth in this RFQ, as stated in the submitted SOQ, any clarifications that SWACO may request from individual Proposers, and the criteria below.

SWACO reserves the right to give each of the following criteria such weight as it deems appropriate in its sole and complete discretion:

1. The Proposer's ability to perform the proposed scope of services;
2. Proposer's experience and the quality of its available services;

3. The Proposer's understanding of SWACO's requirements as expressed in the RFQ; and

4. Proposer's personnel, implementation team, and subcontractors based on the information set forth in this RFQ.

C. Evaluation of SOQs. SWACO's Executive Director or designee shall appoint an Evaluation Committee ("Committee") to evaluate the SOQs received. The Committee shall evaluate all SOQs received and rank the Proposers based upon the evaluation criteria set forth above in paragraph A, and the responsiveness to the RFQ requirements. SWACO reserves the right to request additional information from Proposers as needed. If such information is requested, the Committee is not required, at this stage of the evaluation process, to request the same information from all Proposers.

1. The Committee may, at its sole and complete discretion, select two (2) or more of the highest qualified Proposers with which to hold additional discussions. Proposers not selected for further discussions may be excluded from further consideration for the contract to be awarded through this RFQ upon notification by the Committee and/or SWACO's Executive Director or designee.

2. Additional discussions with selected Proposers indicated above may include, without limitation, discussions, interviews, and presentations by the selected Proposer(s) to SWACO to elaborate upon their qualifications, proposed services, and other pertinent information. During the "additional discussions phase" the Committee may permit revisions of SOQs. In such an event, all Proposers who have been selected for additional discussions shall be given an equal opportunity to revise their SOQs.

3. SWACO shall then rank the SOQs that have not been otherwise excluded from further consideration based upon the evaluation requirements set forth in this RFQ, the content of the SOQs received, any revisions thereto, and any additional discussions with the Proposers that may have been held by the Committee and any non-excluded Proposers.

C. Notifications. All Proposers submitting a response to this RFQ will be notified upon final determination of the Successful Proposer(s) selected to perform the Project.

IX. Awarding the Contract

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

B. Negotiation and Award of Contract. After non-excluded Proposers have been ranked pursuant to Section VIII above, SWACO's Executive Director or designee shall enter into contract negotiations with the highest ranked Successful Proposer. If negotiations between such highest ranked Successful Proposer and SWACO's Executive Director or designee fail to result in a contract between SWACO and that Successful Proposer, those negotiations shall be terminated, and the Executive Director or designee may enter into contract negotiations with the next highest ranked Successful Proposer. Such process may continue until a contract has been successfully negotiated between SWACO and a Successful Proposer or until there are no Proposers left in which to hold contract negotiations.

1. Negotiations shall cover such terms, provisions, conditions, scope of services and other matters as the parties deem appropriate to attain the objectives of the Project contemplated in this RFQ.
 2. At SWACO's sole and complete discretion, SWACO may terminate contract negotiations with a Successful Proposer and begin contract negotiations with the next highest ranked Proposer.
 3. At any time prior to the execution of a contract by SWACO's Executive Director, SWACO's Executive Director may cancel or terminate the process set forth in this RFQ for any or no reason.
 4. No contract negotiated between SWACO and the Successful Proposer shall become effective until the terms, conditions, provisions, and services negotiated between SWACO and the Successful Proposer have been reduced to a written contract, and the resulting contract has been executed by the Successful Proposer and SWACO's Executive Director as authorized by SWACO's procurement policy.
- C. Contract Execution. Any contract awarded shall be signed by the Successful Proposer and returned within thirty (30) days after the Successful Proposer has received the "Notice of Award" and negotiated contract for signature.
1. No contract resulting from negotiations with the Successful Proposer or from the process set forth in this RFQ shall be considered binding upon SWACO until execution of the contract by the Successful Proposer and SWACO's Executive Director pursuant to SWACO's procurement policy.
 2. If the Successful Proposer fails to execute and return the contract and other required documents within thirty (30) days of the receipt of the Notice of Award, SWACO may, in its sole and complete discretion, either withdraw the award of the contract to the Successful Proposer and begin negotiations with the next highest ranked Proposer pursuant to the terms, conditions, and provisions set forth in this RFQ or in the alternative, terminate the process set forth in this RFQ.

Exhibit A Scope of Services

SWACO has developed the following preliminary Scope of Services for the purpose of seeking SOQs. The final Scope of Services for this Project may include any, all, additional, or some of the following elements to be performed.

Proposers may obtain the latest copy of SWACO's Comprehensive Annual Financial Report at:

<http://www.swaco.org/swaco/finances.htm>

- A. Identify areas of liability and/or risk exposure that may exist and determine the appropriate type and amount of insurance coverage needed to adequately protect SWACO against such liability and/or risk exposure.
- B. Without limitation, SWACO contemplates that it will need assistance with insurance areas such as the following:
 - i. Political subdivision and public officials' liability (and associated immunities);
 - ii. General liability;
 - iii. Comprehensive motor vehicle, property, and casualty liability coverage;
 - iv. Environmental liability;
 - v. Employee life insurance needs;
 - vi. Employee fidelity bonds or dishonesty;
 - vii. Employee health and disability;
 - viii. Excess liability coverage;
 - ix. Equipment/tool floater;
 - x. Catastrophic;
 - xi. Areas where it may be appropriate to be "self-insured;"
 - xii. Such other areas as may be identified by SWACO or the Successful Proposer from time to time.
- C. Identify any areas of liability and/or risk exposure that can be reduced through operational changes and assist SWACO in the implementation of any recommended changes.
- D. Develop, solicit, and evaluate competitive bids or quotes from prospective underwriters for necessary insurance coverage and recommend an appropriate underwriter based upon such competitive bids or quotes. Additionally, assist SWACO in the execution of necessary insurance policies.
- E. Conduct annual reviews of SWACO's insurance programs prior to the expiration dates of pertinent insurance policies and recommend changes as necessary.

Exhibit B
Required Forms & Documents

- a) Non-Collusion Affidavit
- b) Non-Discrimination Affidavit
- c) Affidavit of Authority
- d) Delinquent Tax Affidavit
- e) W-9 Form (*Rev. March 2024 by the IRS*)
- f) Representative Document
- g) Addendum Acknowledgement
- h) Exceptions to RFQ
- i) Acknowledgement (Local, Certified, EOE, and Green)

Proposer must also Provide

- j) Certificate of Insurance

NON-DISCRIMINATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

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

Affiant’s Signature

Affiant’s Printed Name

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

Notary Public

My Commission Expires: _____
(Date)

(County) *(State)*

DELINQUENT TAX AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

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

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

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

(Company Name)

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

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

Affiant

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

Notary Public
My Commission Expires:

Date

County State

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), ABL 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.

Proposer Representative

Contact Person for this RFQ _____

Title _____

E-Mail Address _____

Company Name _____

Mailing Address _____

City, State, Zip _____

Phone Number _____

Mobile Number _____

RFQ Exceptions

Proposer's Name: _____

List any exceptions to the RFQ below, including the Sample Contract. Provide a summary discussion of reasons for proposed exceptions and include any proposed alternative language. Any exceptions to the RFQ will be considered and included in SWACO's evaluation. SWACO is not obligated to accept the requested exceptions, but failure to list the exception will prevent Proposer from raising it during contract negotiations.

List Exceptions Below.

--

Acknowledgement

Local, Certified, Equal Opportunity, and Green

SWACO is interested in contracting with companies that either meet the Local, Certified Business, Equal Opportunity Employer, and/or Environmentally Friendly classification descriptions below, and/or companies that have supplier equality programs that encompass local and/or certified companies. Please read each description below and complete the Acknowledgement form attached.

Local Business – Local businesses that meet the eligibility requirements as stated in the following paragraphs below, qualify as a Local Vendor:

- i. a domestic corporation, sole proprietorship, partnership, or joint venture that has its principal place of business located within Franklin County, Ohio or a county contiguous to Franklin County, Ohio ("Contiguous County") as registered in official documents filed with the Secretary of State, State of Ohio or the Franklin County Ohio recorder's office or a Contiguous County's recorder's office; or
- ii. a domestic corporation, sole proprietorship, partnership, or joint venture that holds a valid vendor's license which indicates its principal place of business is located within Franklin County or Contiguous County; or
- iii. a domestic corporation, sole proprietorship, partnership, or joint venture that employs more than 100 employees in Franklin County, Ohio and/or a county contiguous to Franklin County, Ohio; or
- iv. a domestic corporation, sole proprietorship, partnership, or joint venture that has more than fifty percent (50%) of its total employment located within Franklin County, Ohio and/or a county contiguous to Franklin County, Ohio.

Certified Business – Any business who is certified through any of the following certification programs are considered a Certified Business:

- i. City of Columbus; or
- ii. State of Ohio's Minority Business Enterprise (MBE), Veteran Business Enterprise (VBE), Women Business Enterprise (WBE), Minority Women Business Enterprise (MWBE), LGBT Business Enterprise (LGBTBE), Small Business Enterprise (SBE); or
- iii. Encouraging Diversity Growth and Equity (EDGE) program; or
- iv. Federal Disadvantaged Business Enterprise (DBE) program.

Equal Opportunity Employer – A business that agrees not to discriminate against any employee or job applicant because of race, color, religion, national origin, military status, sex, physical or mental disability, or age and has implemented equal opportunity employment practices in place.

Environmentally Friendly (Green) – A business that has a verified green business program in place that reduces or minimizes the impact of waste, causing no harm to ecosystems or the environment. Vendors must provide documentation of the Green Business program to qualify as Environmentally Friendly, such as the GreenSpot Certificate of Membership from The City of Columbus.

**** If you qualify as a Local, Certified, Equal Opportunity Employer, or Environmentally Friendly business, as described, please include supporting documentation and include with the *Acknowledgement* form:**

ACKNOWLEDGEMENT

Thank you for your interest in SWACO! As a government agency, SWACO is requesting the additional information below to assist in delivering transparency and fairness to vendors by identifying contractor characteristics. The information you supply assists SWACO in promoting equitable practices and aligns with SWACO's Guiding Principles (<https://www.swaco.org/182/Vision-Mission-Goals>).

Please review the classifications below, check the appropriate box, and **attach** any certifications, evidence of being a Local or Certified business, an Equal Opportunity Employer, and/or Environmentally Friendly.

Local Business

A vendor that is a domestic corporation, sole proprietorship, partnership, or joint venture that has its principal place of business located within Franklin County, Ohio or a county contiguous to Franklin County, Ohio ("Contiguous County") and that Vendor...

_____ has filed its official documents with the Secretary of State, State of Ohio or the Franklin County Ohio recorder's office or a Contiguous County's recorder's office.

_____ holds a valid vendor's license which indicates its principal place of business is located within Franklin County or Contiguous County.

_____ employs more than one hundred (100) employees in Franklin County, Ohio and/or a county contiguous to Franklin County, Ohio.

_____ has more than fifty percent (50%) of its total employment located within Franklin County, Ohio and/or a county contiguous to Franklin County, Ohio.

Certified Business

A vendor that is certified through one of the following programs:

_____ Vendor is certified through the City of Columbus.

_____ State of Ohio's Minority Business Enterprise (MBE), Encouraging Diversity Growth and Equity (EDGE), Veteran Business Enterprise (VBE), Women Business Enterprise (WBE), Minority Women Business Enterprise (MWBE), LGBT Business Enterprise (LGBTBE), Small Business Enterprise (SBE), or Federal Disadvantaged Business Enterprise (DBE).

Equal Opportunity Employer

_____ A vendor that agrees not to discriminate against any employee or job applicant because of race, color, religion, national origin, military status, sex, physical or mental disability, or age and has implemented equal opportunity employment practices in place.

Environmentally Friendly

_____ A vendor that has a verified green business program in place that reduces or minimizes the impact of waste, causing no harm to ecosystems or the environment. Vendors must provide documentation of the Green Business program to qualify as Environmentally Friendly, such as the GreenSpot Certificate of Membership from The City of Columbus.

None

_____ Vendor is not a Local Business, Certified Business, Equal Opportunity Employer, or Environmentally Friendly.

Printed Vendor Name

Representative's E-Mail Address

Vendor Representative's Signature

Representative's Telephone Number

Printed Vendor Representative's Name

Exhibit C

Sample Contract

The following Sample Contract contains SWACO's standard terms and conditions and is provided for review.

Any exceptions to the RFQ or this Sample Contract must be noted in the *Exceptions to RFQ* form included with the Required Forms in Exhibit B.

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is by and between the Solid Waste Authority of Central Ohio, ("SWACO"), a regional solid waste district established pursuant to Ohio Revised Code Section 343.011 with a business address of 4239 London-Groveport Road, Grove City, Ohio 43123, and [SUCCESSFUL PROPOSER] ("Contractor"), located at [SUCCESSFUL PROPOSER ADDRESS].

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

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

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

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

2. Scope of Services. Contractor shall provide all services in accordance with the terms, conditions, and provisions as set forth in this Contract, the Request for Qualifications attached hereto as Exhibit A, Contractor's Statement of Qualifications attached hereto as Exhibit B, and Rates attached hereto as Exhibit C, all of which are incorporated herein by reference as if fully rewritten (collectively "Services"). Contractor shall perform all Services in accordance with the terms, conditions, and provisions set forth in this Contract and the attached exhibit(s).

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

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

3. Contractor Compensation. Pursuant to the Rates set forth in Exhibit C and as mutually agreed upon by the Parties in writing, SWACO shall pay Contractor for the Services performed in an amount not to exceed [AMOUNT] dollars (\$###.##). Compensation shall be inclusive of all costs associated with Contractor providing Services.

3.1. Upon delivery and completion of any Service and acceptance by SWACO, Contractor shall submit to SWACO an invoice setting forth the date that the Services were rendered, a description and unit costs of the Services provided, and the total amount of compensation sought.

3.2. All invoices should be submitted to SWACO within sixty (60) days after Services have been rendered and shall state SWACO's project and purchase order numbers, both of which are set forth on page one (1) of this Contract. SWACO shall pay such invoice within thirty (30) days of its approval by SWACO. However, regardless of when payment is made, and notwithstanding any terms set forth on the invoice and/or any other document to the contrary, SWACO shall never be obligated or liable to Contractor and/or any other party for any late payment or collection costs, fees, or interest charges.

3.3 Notwithstanding any term, condition, or provision set forth in this Contract and/or any other document to the contrary, the total monetary obligation of SWACO under this Contract shall never exceed the total sum of [AMOUNT] dollars (\$###.##).

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

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

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

6. Effect of Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any terms, conditions, provisions, or sections hereof.

7. No Personal Liability of SWACO Officials. Neither SWACO's Board of Trustees, either individually or collectively, nor any SWACO official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution.

8. Contract Binding on Successors and Assigns. SWACO and Contractor each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract.

9. No Third-Party Interest. No person or corporation other than Contractor and SWACO have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision, or covenant herein be construed so as to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Contract.

10. Assignment by Contractor. Contractor shall not assign or transfer any right, title, or interest in this Contract without the prior written consent of SWACO, which consent may be withheld by SWACO for any or no reason.

11. Confidentiality. Contractor recognizes that it has a fiduciary responsibility to SWACO with respect to the performance under this contract, and that this Contract establishes a confidential relationship between Contractor and SWACO. Accordingly, all Services, including reports, opinions, and information, to be furnished under this Contract are confidential and Contractor shall not divulge such information and/or data, in whole or in part, to any person, other than to duly authorized representatives of SWACO, except by testimony under oath in a judicial proceeding or as otherwise required by law. Contractor has the responsibility and shall take all necessary steps to ensure that no member of his/her staff or organization divulges any such information except as may be required by law. All reports, working documents, and other documents, whether finished or unfinished, prepared by Contractor as part of the Services pursuant to this Contract shall become SWACO property. No documents prepared under this Contract shall be made any part of the subject matter of an application for or designation of a copyright made by or on behalf of Contractor or any other person not a party to this Contract unless the prior written consent is obtained from SWACO.

12. Construction of Contract Terms. If any paragraph, term, condition, or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other paragraph, term, condition, or provision of this Contract, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable paragraph, term, condition, or provision were not contained herein.

13. Negotiation of Contract Terms, Conditions, and Provisions. The parties acknowledge and recognize that each of them participated materially in the negotiation and drafting of this Contract and had access to legal counsel during its negotiation and drafting.

14. Applicable Law; Venue. The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms, conditions, and provisions of this Contract. Any action or proceeding pertaining to this Contract shall be heard in a court of law having appropriate jurisdiction located in Franklin County, Ohio.

15. Delinquent Tax Affidavit. The Delinquent Tax Affidavit shall be executed contemporaneously by Contractor with the execution of this Contract and is incorporated herein by reference as if fully rewritten. If Contractor fails to submit a fully executed Delinquent Tax Affidavit, SWACO shall be authorized to immediately terminate this Agreement without having to provide fifteen (15) days' notice pursuant to Section 1.

16. Contractor is Independent Contractor. Nothing contained in this Contract is intended to be, or shall be, construed to create or establish the relationship of a partnership, joint venture, or other business organization between the parties hereto nor to create an agency, representative, or employment relationship between Contractor or its employees and SWACO. Neither Contractor nor its employees shall be considered an employee of SWACO, nor shall they acquire or be entitled to any compensation, rights, benefits, and/or participation of any kind whatsoever offered by SWACO including, without limitation, participation in the Ohio Public Employees Retirement System, worker's compensation coverage, and/or benefits, medical, and hospital care, sick, and vacation leave, unemployment compensation, disability, and severance pay. If Contractor is an individual utilizing a personal social security number for tax identification purposes or is a business with four (4) or fewer employees, it must complete and submit the OPERS independent contractor acknowledgment form. This form has been provided to Contractor by SWACO for execution contemporaneously by Contractor with the execution of this Contract, if applicable.

17. Compliance with Law. By executing this Contract, Contractor acknowledges that it is in compliance with all federal, State, municipal, and/or other local laws, ordinances, resolutions, rules, and regulations that govern this Contract and its performance including, without limitation, Ohio Revised Code section 3517.13, divisions (I) and (J).

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

19. Contract Modification. This Contract may only be modified by a writing signed by the Contractor and SWACO's Executive Director. Any other change to the terms and conditions of this Contract will not be legally binding, even if signed by another employee of SWACO, pursuant to SWACO's procurement policy. Additionally, any written modification to the scope of services must also include the impact to the compensation as provided for in Section 3.

20. Employment Taxes. Each party will be solely responsible for reporting, withholding, and/or paying all employment related taxes, payments, and/or withholdings for its own personnel, including, but not limited to, federal, State and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments, together with any interest and penalties not disputed with the appropriate taxing authority.

21. Sales, Use, Excise, and Property Tax. SWACO is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on Contractor in connection with the provision of Services, such will be the sole and exclusive responsibility of Contractor, and Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

22. Drug-Free Workplace. Contractor will comply with all applicable State and federal laws regarding keeping a drug-free workplace. Contractor will make a good faith effort to ensure that all Contractor's employees, while working on SWACO property, will not have or be under the influence of illegal drugs, alcohol, or abuse prescription drugs in any way.

23. Confidential Information Defined. "Confidential Information" shall include, without limitation, information, knowledge, or data (i) of a technical nature such as but not limited to methods, know-how, formulae, compositions, processes, machinery (including computer hardware), discoveries, inventions, products, product specifications, computer software, and similar items or research projects; (ii) of a business nature such as but not limited to information about SWACO, its employees, or its products, costs, purchasing or suppliers, profits, markets, customer lists, customer purchasing and pricing information, distributors, supply costs, and the financial condition of SWACO; (iii) pertaining to future developments such as but not limited to SWACO's strategic planning, research and development, future marketing or merchandising, and trade secrets; and (iv) all other matters that SWACO treats as confidential or that constitute trade secrets as defined in Section 1333.61 of the Ohio Revised Code.

24. Use and Disclosure of SWACO's Confidential Information. Contractor recognizes that this Agreement establishes a confidential relationship between Contractor and SWACO. Accordingly, all services, including reports, opinions, and information, to be furnished under this Agreement are confidential, and Contractor shall not divulge such information and/or data, in whole or in part, to any person, other than to duly authorized representatives of SWACO, except by testimony under oath in a judicial proceeding or as otherwise required by law. Contractor acknowledges that such information is a special, valuable, and unique asset. Contractor agrees to keep and maintain the information in strict confidence and use the information only as authorized by SWACO.

(a) Contractor has the responsibility and shall take all necessary steps to ensure that no member of its staff or organization divulges any such information except as may be required by law.

(b) Contractor will not use the information for the benefit of any third party or use the information other than in performance of services pursuant to this Agreement. Contractor will not disclose any portion of the information to any third party without the prior written permission of SWACO.

(c) All reports, working documents, and other documents, whether finished or unfinished, prepared by Contractor as part of the services pursuant to this Agreement shall become SWACO property. No documents prepared under this Agreement shall be made any part of the subject matter of an application for or designation of a copyright made by or on behalf of Contractor or any other person not a party to this Agreement unless the prior written consent is obtained from SWACO.

- (i) No right or permission is granted in this Agreement to photograph or electronically record any aspect or portion of the information.

25. Use and Disclosure of Contractor's Confidential Information. Pursuant to and subject to Ohio Revised Code, all information submitted to SWACO shall become a record open to the inspection of the public. However, if there is material that Contractor deems to be confidential, it must be clearly identified and marked "CONFIDENTIAL" accompanied by a written explanation stating the basis of such claim. Any confidential material that is properly designated shall be protected and not subject to release to the public if permitted by the laws of the State of Ohio, including, without limitation, Ohio Revised Code §149.43.

- (a) The party claiming trade secret status bears the burden to identify and demonstrate that the material is included in categories of protected information under Ohio Revised Code §149.43 and additionally must take some active steps to maintain its secrecy.
- (b) Contractor shall fully indemnify and hold SWACO harmless against any and all actions, claims, liability, costs, damages, charges, and expenses suffered or incurred in connection with or arising out of SWACO not disclosing information pursuant to Ohio Revised Code §149.43 that Contractor has marked as confidential information.
- (c) SWACO is under no obligation to protect any confidential information which:
 - (i) it can demonstrate by written records was previously known to it;
 - (ii) is now, or becomes in the future, public knowledge other than through its own acts or omissions;
 - (iii) it independently develops by those not having access to the confidential information and which can be proven through verifiable records;
 - (iv) it lawfully obtains from sources independent of Contractor; or,
 - (v) is required by applicable law, including the State of Ohio public records laws, to be disclosed.
- (d) SWACO shall assume no risk, nor shall it be held liable by Contractor, for the release of any material that Contractor may claim to be confidential.
- (e) In the event that the disclosure is required by or requested pursuant to applicable law, regulation, stock exchange rule, or legal process to disclose information, SWACO shall, to the extent practical and permitted by law, provide Contractor with written notice of such demand or requirement for disclosure so that Contractor may object to the disclosure and seek to protect its material and/or waive compliance with the terms of this Agreement. In the event that a protective order or other remedy is not obtained, or Contractor waives compliance with the provisions hereof, the determination as to the confidentiality of any material shall be made by SWACO, in its sole and complete discretion. SWACO shall assume no risk, nor shall it be held liable by the Contractor, for the release of any such material.

26. Return or Destruction of Confidential Information. Upon the written request of a Party ("Requesting Party"), the receiving Party ("Receiving Party") shall, at its option, either promptly destroy or return to the Requesting Party, without retaining any copies except to the extent prohibited or required by applicable law, including any retention periods for public entities, all tangible confidential information of the Requesting Party furnished or made available on its behalf to the

Receiving Party or its representatives, provided that the Receiving Party shall not be required to purge any electronic storage or archival media.

27. SWACO Representations As to Subject Matter. All advertisements are accepted and published entirely on the representation that SWACO, or its designee, is authorized to publish the entire contents and subject matter thereof, and it is neither unlawful nor violates the rights of any person.

28. Limitation of Liability for Advertisement Services. This Contract shall not be invalidated for typographical errors, incorrect insertions, or omissions in advertising published. In such event, Contractor agrees to run corrective advertisement or credit SWACO for that portion of the first insertion which may have been rendered valueless by such typographical error, wrong insertion, or omission not resulting from the fault of SWACO. If the advertisement is ordered for more than one insertion, SWACO shall notify Contractor of such error in time for correction before the second insertion.

29. Ownership. All advertising copy which solely represents the creative effort of Contractor and/or the utilization of creativity, illustrations, labor, composition, or material furnished by it, is and remains the property of Contractor, including the right of copyright therein. SWACO understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, or any such advertising copy for use in any other medium without the express written consent of Contractor.

(a) Discloser. Any advertising that may be mistaken by a reader as news, feature, or other non-advertising content will be clearly marked as "Advertisement."

30. No Waiver. Either party's failure to enforce any provision or term of this Contract shall not be construed as a future or continuing waiver of such provision or term of this Contract.

31. Additional Terms and Conditions. If SWACO and Contractor have included additional terms and conditions specific to this Contract, they are set forth and described in the attached exhibit(s) and incorporated herein by reference as if fully rewritten. In the event of a conflict between the exhibit(s) and the standard terms and conditions provided in Section 1 through Section 34, the standard terms, and conditions in Sections 1 through 34 shall prevail.

32. Authority. The signatories to this Agreement hereby represent and warrant that they have the full power and authority to execute this Agreement and to bind the respective parties to this Agreement, as well as the terms, conditions and obligations set forth herein.

33. Signatures. The parties agree that facsimile, electronic, or scanned signatures shall be acceptable and shall have the same effect as original signatures.

34. Effective Date. This Contract shall become effective on the date provided above.

Signature Page Follows

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

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

By: _____
Joseph A. Lombardi, Executive Director

Date: _____

**CONTRACTOR:
[SUCCESSFUL PROPOSER]**

By: _____
**Authorized Signature*
Print Name:
Title:

Date: _____

**By signing above, you represent and warrant that you have the full power and authority to execute this Agreement on behalf of the Contractor, and bind the Contractor to this Agreement, as well as the terms, conditions and obligations set forth herein.*

Approved as to Form:

Rebecca L. Egelhoff, Director of Legal Affairs
Solid Waste Authority of Central Ohio

Date: _____