



LEXINGTON

RFP-32-2021

Rumpke of Kentucky, Inc

Supplier Response

Event Information

Number: RFP-32-2021
Title: Interim Processing and Marketing of Single Stream Recyclables
Type: Request For Proposal
Issue Date: 9/20/2021
Deadline: 10/13/2021 02:00 PM (ET)
Notes: Only online submittals will be accepted through IonWave.

Contact Information

Contact: Sondra Stone
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: sstone@lexingtonky.gov

Rumpke of Kentucky, Inc Information

Address: 10795 Hughes Road
Cincinnati, OH 45251
Phone: (513) 851-0122 x5174
Fax: (513) 851-0560
Web Address: www.rumpke.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jacob Heffron

Signature

Submitted at 10/11/2021 9:35:51 AM

Jacob.Heffron@Rumpke.com

Email

Response Attachments

LFUCG FINAL BID.pdf

LFUCG "Interim Processing and Marketing of Single Stream Recyclables" Final Bid Submission

RUMPKE

Request for Proposal

INTERIM PROCESSING
AND MARKETING OF
SINGLE STREAM RECYCLABLES
RFP-32-2021

LEXINGTON,
KENTUCKY

October 11, 2021





Waste & Recycling Services

3990 Generation Drive, Cincinnati, OH 45251
Phone: 1-800-828-8171 Fax: 513-851-2057



October 11, 2021

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

RE: RFP #32-2021 Interim Processing and Marketing of Single Stream Recyclables

Rumpke of Kentucky is pleased to submit a response to RFP-32-2021 to process and market single stream recyclables from the LFUCG Material Recovery Facility (MRF). Rumpke is bringing together its employees and equipment to load and haul approximately 100 tons per day of single stream recyclables from the LFUCG MRF to Rumpke's Cincinnati Recycling Facility. All components of this project will be performed by Rumpke staff, with no subcontracting of services.

Rumpke has included formula pricing and processing for single stream recyclables, providing an equitable arrangement with LFUCG receiving trackable market value for materials. Commodity pricing remains strong, and Rumpke is optimistic that these higher market values will continue during the LFUCG MRF upgrade.

Rumpke has identified an exception in the text of this RFP, specific to liquidated damages: Due to the recent and current pandemic and labor market challenges, Rumpke cannot accept contracts with monetary performance penalties. If, for reasons other than force majeure events, Rumpke is unable to materially perform the essential elements of the agreement, LFUCG retains all its legal rights and remedies.

Rumpke is uniquely qualified to help LFUCG effectively manage and process recyclable materials. Our qualifications are built on our success in the recycling industry and our solid relationships with end users. Rumpke will bring this expertise to help LFUCG during the upcoming equipment upgrade period.

Thank you again for the opportunity to provide the attached response. If additional information is required or if there are additional questions, please do not hesitate to contact Ben Pedigo at (513) 383-7561 or ben.pedigo@rumpke.com.

Sincerely,

William J. Rumpke, Jr.
President
Rumpke of Kentucky, Inc.



LEXINGTON

RFP-32-2021

Interim Processing and Marketing of Single Stream Recyclables

Issue Date: 9/20/2021

Questions Deadline: 10/1/2021 12:00 PM (ET)

Response Deadline: 10/11/2021 02:00 PM (ET)

Contact Information

Contact: Sondra Stone
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: ssone@lexingtonky.gov

Event Information

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Response Deadline: 10/11/2021 02:00 PM (ET)
Notes: Only online submittals will be accepted through IonWave.

Bid Attachments

RFP Pkg 32-2021.pdf

[View Online](#)

RFP Package

Supplier Information

Company Name: RUMPKE OF KENTUCKY, INC.

Contact Name: William J. Rumpke, Jr. / Frances Richie

Address: Corporate Office / Mt. Sterling Office (Serviced From)

3990 Generation Drive / 268 Midland Trail

Cincinnati, OH 45251 / Mt. Sterling, KY 40353

Phone: (513) 851-0122 / (800) 828-8171, Ext. 7473

Fax: (513) 851-0560 / N/A

Email: bill.rumpkejr@rumpke.com / frances.richie@rumpke.com

Supplier Notes

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

William J. Rumpke, Jr., President

Print Name


Signature



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #32-2021 Interim Processing and Marketing of Single Stream Recyclables** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 11, 2021**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Cost/ton to be paid to LFUCG for Single Stream Recyclables 50%
2. Specialized experience and technical competence of the person or firm (including a joint venture or association) with type of service required 10%
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations; capacity must be assured for receiving LFUCG's Single Stream Recyclables 20%
4. Quality of references 10%
5. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules 10%

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, William J. Rumpke, Jr., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is William J. Rumpke, Jr. and he/she is the individual submitting the proposal or is the authorized representative of RUMPKE OF KENTUCKY, INC., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

RUMPKE OF KENTUCKY, INC.

STATE OF OHIO

COUNTY OF HAMILTON

The foregoing instrument was subscribed, sworn to and acknowledged before me

by William J. Rumpke, Jr. on this the 7th day
William J. Rumpke, Jr., President
of October, 2021

My Commission expires: 1/21/24



Gina M. Schueter
Notary Public, State of Ohio
My Commission Expires 1-21-2024

Gina M. Schueter
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature William J. Rumpke, Jr., President

RUMPKE OF KENTUCKY, INC.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: RUMPKE OF KENTUCKY, INC.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators																		
Professionals	29	11	15			1	2										12	17
Superintendents																		
Supervisors	60	49	9											2			51	9
Foremen																		
Technicians																		
Protective																		
Para-																		
Office/Clerical	38	7	21		3	2	3				1				1	9	29	
Skilled Craft	59	48		1		9								1		59	0	
Service/Maintena	418	351	17	18		25	2			1				4		399	19	
Total:	604	466	62	19	3	37	7	0	0	1	1	0	0	7	1	530	74	

Prepared by: Yvette Bennett - Corporate Sr HR Date: 10 / 6 / 2021

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: RUMPKE OF KENTUCKY, INC.

Complete Address: 3990 Generation Drive Cincinnati 45251
 Street City Zip

Contact Name: William J. Rumpke, Jr. Title: President

Telephone Number: (513) 851-0122 Fax Number: (513) 851-0560

Email address: bill.rumpkejr@rumpke.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 32-2021

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A - Rumpke does not intend to utilize subcontractors for the performance of work required under this proposal.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

RUMPKE OF KENTUCKY, INC.
Company

William Rumpke Jr
Company Representative

10/7/2021
Date

President
Title

President



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 32-2021

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A - Rumpke does not intend to utilize subcontractors for the performance of work required under this proposal					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

RUMPKE OF KENTUCKY, INC.
Company

William J. Rumpke Jr.
Company Representative

10/7/2021
Date

President
Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 32-2021

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name RUMPKE OF KENTUCKY, INC.	Contact Person William J. Rumpke, Jr.
Address/Phone/Email 3990 Generation Drive Cincinnati, OH 45251 (513) 851-0122 bill.rumpkejr@rumpke.com	Bid Package / Bid Date 32-2021 10/11/2021

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/A - Rumpke does not intend to utilize subcontractors for the performance of work required under this proposal								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

RUMPKE OF KENTUCKY, INC.

Company

10/7/2021

Date

William J. Rumpke Jr

Company Representative

President

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 32-2021

Total Contract Amount Awarded to Prime Contractor for this Project N/A

Project Name/ Contract # 32-2021 LFUCG Interim Processing and Marketing of Single Stream Recyclables	Work Period/ From: N/A	To:
Company Name: RUMPKE OF KENTUCKY, INC.	Address: 3990 Generation Drive	
Federal Tax ID: 31-0866537	Contact Person: William J. Rumpke, Jr.	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A - Rumpke does not intend to utilize subcontractors for the performance of work required under this proposal							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

RUMPKE OF KENTUCKY, INC.
Company

10/7/2021
Date

Company Representative

President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 32-2021

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

*** _____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

RUMPKE OF KENTUCKY, INC.

Company

10/7/2021

Date



Company Representative

President

Title

* No subcontractors to be utilized in performance of work under this proposal. It is Rumpke's policy to be committed to equal employment opportunity and affirmative action plan for all of its employees.

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature William J. Rumpke, Jr., President

10/7/2021
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$5 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consulant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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SCOPE OF SERVICES

This solicitation seeks proposals from qualified vendors to provide for Interim and Backup Hauling, Processing and Marketing of the Single Stream Recyclables from the Materials Recovery Facility (MRF) for the Lexington-Fayette Urban County Government (LFUCG). The MRF is located at 360 Thompson Road, Lexington, KY 40508.

Background

LFUCG owns and operates the MRF at 360 Thompson Road. LFUCG services 71,415 households with once-per-week curbside pickup of recyclables – over 14 routes. LFUCG also serves 6,759 commercial customers with curbside pickup (12 routes), plus another 510 commercial recycling dumpsters (8 routes). The MRF serves as a regional recycling center, with roughly 42% of the incoming tonnages coming from sources outside of LFUCG's direct service base. The LFUCG has a Memorandum of Agreement (MOA) with each entity sending materials to the MRF. LFUCG estimates roughly 100 tons per day of recyclables are tipped during operational days Monday through Friday. This includes LFUCG and outside source recyclables. Respondents should estimate a range of 50-100 tons on operational days Monday through Friday for this proposal. Typically, the MRF operates from 7am till 4pm.

LFUCG is scheduled for equipment upgrades December 13, 2021, through March 14, 2022. This is the period for which interim hauling, processing, and marketing services are required for LFUCG single stream recyclables.

For more information about the Division of Waste Management and its programs, see the latest 5-year solid waste management plan and annual update at the following link:

<https://www.lexingtonky.gov/wasteplan>

Description of Services to be Provided under this RFP

The LFUCG is requesting proposals for the interim and backup hauling, processing and marketing of the Single Stream Recyclables that are currently being processed by the MRF. The interim services will be needed from December 13, 2021 to March 14, 2022 during a major equipment upgrade shutdown at the MRF. As well, backup processing services may be needed from time to time over the term of this agreement. LFUCG is seeking services that include loading and hauling the Single Stream Recyclables from the MRF to a proposed processing site along with all required processing and marketing of the recyclables by the Respondent. Proposals for all or any portion of the services will be considered.

It is a goal of LFUCG to recover, reuse, or recycle as much of the waste stream as is reasonably possible. LFUCG seeks to develop a true partnership with the selected Respondent with this goal in mind.

1: Loading of Single Stream Recyclables:

The Respondent shall provide all labor, equipment, and materials required to load LFUCG Single Stream Recyclables from the LFUCG MRF tipping floor into preferred method for hauling. In evaluating proposals LFUCG will be making a decision to contract out the loading or perform loading with their on-site staff and equipment.

2: Hauling of Single Stream Recyclables:

The Respondent shall provide all labor, equipment and materials required to haul LFUCG Single Stream Recyclables from the LFUCG MRF tipping floor to the proposed MRF tipping floor.

3: Scale and Tipping Floor Access:

The Respondent must provide access to a scale and tipping floor at the designated MRF to receive the LFUCG Single Stream Recyclables. The scale and recyclables tipping floor operation must have electronic reporting capabilities for as needed to meet the electronic format reporting requirements of the Contract and be designed to accommodate tipping of material at a rate such that LFUCG loads are able to enter the site, weigh in, tip all materials and depart the site.

The Contract will provide for liquidated damages beginning the third day should the Respondent fail to accept LFUCG recyclable materials at any time during the term of the Contract. Amount of liquidated damages will be \$5000 per day.

A site plan showing the scale and recyclables tipping floor layout as well as supporting features (access roads, gatehouse, security, etc.) is required as part of this RFP response.

4: Source and Type of Incoming Materials

The Respondent must provide processing and marketing services for the following types of incoming Single Stream Recyclables – a single stream of commingled fiber and containers consisting of old newspapers (ONP), old corrugated cardboard (OCC), old magazines (OMG), residential mail, office paper, kraft paper bags, box board (cereal boxes, beverage cartons), phone books, gift wrapping paper, shredded office paper, #1 and #2 closed mouth plastic containers, aluminum cans, other aluminum, tin cans, steel cans, other household scrap metal, green glass, amber glass, clear glass, and other glass.

5: Processing of Single Stream Recyclables and Residue Levels

The Respondent must provide processing services using a facility and equipment layout that can provide sufficient operating capacity to process the type and

quantity of LFUCG's Single Stream Recyclables. The Respondent is obligated to process the LFUCG Single Stream Recyclables in a manner that maintains process quality and achieves residue levels of less than 15%. In meeting this residue requirement out-throws from the incoming material, before it begins to be processed, will not be considered as residual materials, allowing the Respondent from time to time to process loads of substandard materials without penalty.

A floor plan showing the equipment layout for all recyclables processing as well as supporting features (tipping areas, shipping docks, etc.) is required as part of this RFP response.

The Respondent's proposed approach for addressing off specification loads of Single Stream Recyclables is required as part of the RFP response.

6: Marketing of Recovered Recyclables:

After contaminant removal, sorting and baling, granulating, grinding or densification, the Respondent must market the resulting material to industry standard commodity grades. Marketing of any material as a fuel or fuel substitute is not allowed. Landfill disposal of any material other than residue is not allowed.

The Respondent is obligated to maintain business arrangements with end-markets such that LFUCG, as well as the Respondent, realize the maximum financial value over the long term for the material being marketed, through any revenue sharing arrangements as provided for in the Contract.

A list of markets typically used by the Respondent is required as part of this RFP response.

7: LFUCG Liaison, Reporting and Invoicing

The Respondent shall carry out the work under the review of and in continuous liaison with the LFUCG's designated representatives, keeping them informed of the status of operations at all times, and any real or anticipated problems that should be brought to the attention of LFUCG at any time.

The Respondent will provide the following reports:

- Daily paper weight tickets for each incoming load, showing, at a minimum, the chronological ticket number, date, time, driver name, truck number, type of material collected, and weight of material in pounds and tons;
- Dated electronic reports in a format acceptable to the LFUCG sent on weekly, and monthly basis showing the itemized tabulation of the same data as above; and
- Monthly calculations, with supporting data (e.g. market indices documentation) as required for any revenue sharing arrangement formulas (e.g. calculation of a weighted average commodity revenue).

Term of Service

LFUCG seeks to enter into a minimum three-month agreement with the successful Respondent, with an option to renew the agreement for no more than two successive one-month terms.

The successful Respondent will begin work on **December 13, 2021**.

Payments

LFUCG will enter into a contractual agreement with the successful Respondent. LFUCG anticipates that payments by LFUCG to the Respondent will be based upon the Respondent's proposed per ton fee structure and reflect the value per ton of Single Stream Recyclables as the loads are removed from the MRF site by the successful Respondent.

Evaluation of Proposals

Proposals will be evaluated according to a cost evaluation with consideration given to the following criteria.

Cost/ton to be paid to LFUCG for Single Stream Recyclables	50%
Specialized experience and technical competence of the person or firm (including a joint venture or association) with type of service required	10%
Capacity of the person or firm to perform the work, including any specialized services, within the time limitations; capacity must be assured for receiving LFUCG's Single Stream Recyclables	20%
Quality of references	10%
Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules	10%

SUBMISSION REQUIREMENTS AND FORMS

Proposer's will submit a Proposal Package that will consisting of the following four sections.

1. Section 1 Proposal Summary
2. Section 2 Technical Proposal
3. Section 3 Cost Proposal
4. Section 4 Balance of Required Submittals

Section 1 – Proposal Summary

The Proposal Summary section is intended to serve as the document which proposal evaluators can use to quickly understand technical, business and cost aspects of the proposal. The items listed in the following subsections are required elements of the Proposal Summary. The Proposal Summary must be submitted with the Technical

Proposal and Cost Proposal.

1. Transmittal/Certificate Letter with Proposal Authorization Signature - signed by an officer of the proposing organization empowered to sign a document that commits the proposer to the obligations in the proposal.
2. Introduction to Proposal - an overview of their proposal including a brief summary of the proposer, their services, corporate ownership, resources, track record and ability to meet the needs of LFUCG as expressed in this Request for Proposals.

Section 2 – Technical Proposal

1. Respondents Statement of Organization (Attachment A Tech Proposal Form A)
2. Hauling, Processing and Marketing Plan (Attachment A Tech Proposal Form B)
3. Customer References (Attachment A Tech Proposal Form C)
4. Exceptions to the RFP (Attachment A Tech Proposal Form D)

Section 3 – Cost Proposal

Each Respondent shall submit a Cost Proposal - (Attachment B Cost Proposal)

All prices proposed are for services as described in this Request for Proposals unless the Respondent submits specific exceptions as part of the Attachment A Technical Proposal Form D: Exceptions to The Agreement.

Section 1 Proposal Summary

Lexington Fayette Urban County Government RFP-32-2021: Interim Processing and Marketing of Single Stream Recyclables

Section 1: Proposal Summary

Rumpke Consolidated Companies, Inc. is one of the largest waste and recycling firms in the United States. The company began in 1932, when William F. Rumpke operated a coal and junkyard business in Carthage, Ohio, which later morphed into a hog farm. William, with the help from his brother Bernard collected garbage from business owners to feed their large hog stock.



As the years passed, William and Bernard converted their hog farm in to a trash collection business and created the company's first landfill. Today, the company is managed by William Rumpke's grandson, William Rumpke Jr., along with other family members, an outside board of directors and a corporate team of managers.



Over the years, Rumpke has increased its service area to become the third largest, privately-owned waste hauler and the 10th overall largest waste hauler in the nation, serving hundreds of thousands of residential, commercial and industrial customers throughout the United States.

Rumpke continues to grow through acquisitions, organic opportunities and investments in technology. Today, the company owns or operates 14 landfills, 18 transfer stations and 12 recycling centers serving customers throughout Kentucky, Ohio, Indiana and West Virginia.

With a fleet of more than 2,600 hauling vehicles and a workforce of approximately 3,600 employees, Rumpke is a leader in solid waste solutions. After nearly 90 years, Rumpke remains a strong player in the industry, serving more than 1.4 million residential and commercial customers, and over 450 municipal contracts daily.

Rumpke has invested heavily in recycling. Rumpke owns and operates three of the most advanced recycling facilities in the nation. Rumpke has invested more than \$18 million in the last decade into our Columbus, Ohio recycling facility. The facility processes 35 tons per hour and features five optical sorters as well as an innovative glass pre-clean collection system. Rumpke also owns a glass processing plant in Dayton, Ohio. The facility is one of only a handful of glass operation in North America that can effectively process bottle glass from curbside and drop-off programs for use in the fiberglass and bottle manufacturing industries. Rumpke initially invested \$32 million into our Cincinnati Recycling Facility, which opened in 2013. The facility features six optical sorters and a glass pre-clean system. The facility effectively processes 55 tons per hour of single stream materials.

In 2021, Rumpke added three robots to its Cincinnati Recycling Facility to help sort polypropylene (PP) from the recycling stream. The \$2 million project was partially funded by a grant from the Recycling Partnership. The addition of the new technology along with

Rumpke Waste & Recycling

emerging plastic markets, aided in the expansion of Rumpke's acceptable items list to include plastic tubs. At a rate of 80 picks per minute, these units have proven to be very effective in sorting material from the line, and we recently invested in a fourth robot with plans to add a fifth in 2022 to aid in the separation of HDPE natural.

And while we've been investing in state-of-the-art technology to produce clean, consistent recycling material, we've also secured long-term marketing agreements with manufacturers that purchase recyclables for use as raw materials, ensuring the best recycling opportunities for our customers. Two of Rumpke's recycling facilities are highlighted below to demonstrate that Lexington-Fayette MRF tonnage will have a processing backup at the Rumpke Cincinnati Recycling Facility when upgrades are made on the LFUCG facility.

Rumpke Cincinnati Material Recovery Facility (MRF)

Completed in the fall of 2013, this \$32 million project replaced a single stream operation that was destroyed by a fire in 2012. This new facility processes 55 tons per hour of single stream recyclables, averaging a 700 per day throughput. The facility is one of two regional single stream operations that Rumpke has constructed within a four-year period and draws single stream materials from Dayton, Cincinnati,



Northern Kentucky, Southeastern Ohio, Eastern Indiana and West Virginia. In addition to the 75,000 square foot processing and warehouse area, the Cincinnati MRF has a 25,000 square foot tipping area capable of storing 15,000 tons of single stream materials under roof prior to processing. This facility, like its sister MRF in Columbus, has an innovative glass pre-clean system that effectively cleans glass for delivery to the Rumpke Dayton Glass Processing Facility. With six optical sorters, multiple news screens, glass scalping screens, angled screens, light fraction separators, multiple eddy current separators and quality control stations placed strategically within this system, the Rumpke Cincinnati MRF is one of the most technologically advanced recycling plants in North America.

Rumpke Dayton Glass Processing Facility

The 25,000-square foot Dayton glass processing facility is one of only a handful of glass operations in North America that can effectively process bottle glass coming from curbside and drop-off programs for use in the fiberglass and bottle manufacturing industries. At a time when many large recycling processors continue to struggle with handling glass, Rumpke made a decision more than 10 years ago to enter into the glass processing field to ensure that this material, which is estimated to be 15 to 20 percent by weight of recyclable materials collected through curbside and drop off programs, will continue to have end markets and be diverted from landfills.



www.rumpke.com | 1-800-828-8171



Rumpke Waste & Recycling

Rumpke's initial \$2 million investment in 2003 had financial support from the Ohio Department of Natural Resources. Fiberglass manufacturing company, Johns Manville, quickly identified Rumpke processed glass as an excellent feedstock for their manufacturing facility in Defiance, Ohio. This resulted in a strong marketing partnership that continues to this day. During this time, Rumpke's glass processing numbers averaged processed 5,000 tons per month, 3,000 tons per month which were consumed by Johns Mansville. Presently, Rumpke processes close to 5,000 tons per month of post-consumer glass at the Dayton facility providing clean glass for the fiberglass and bottle manufacturing industry. Rumpke is one of the few companies in the US that can effectively prepare glass for end users and can provide a stable market for glass generated at the LFUCG recycling facility.

The success of Rumpke's recycling operations demonstrates their commitment to cost effective and efficient methods of diverting recyclable materials from landfills while maintaining consistent movement of all materials to ensure all recyclable materials are recycled in an environmentally safe manner.

Description of Services

Rumpke Waste & Recycling is submitting a proposal to provide interim and backup hauling, processing and marketing of the single stream recyclables that are currently being accepted at the Lexington Fayette MRF. The Rumpke proposal includes Rumpke staff on the LFUCG site to provide loading and hauling to Rumpke's material recovery facility in Cincinnati, Ohio. Rumpke's proposal outlines the following key areas identified in the LFUCG proposal:

1. Loading of Single Stream Recyclables

Rumpke will provide labor, equipment and necessary materials to prepare single stream recyclable for hauling to the Rumpke Cincinnati MRF, located at 5525 Vine Street, Cincinnati, Ohio, 45217. Rumpke employees will be stationed at the Lexington-Fayette MRF tipping area to operate a backhoe and excavator delivered on site by Rumpke for this project to load 53-foot trailers provided by Rumpke for shipment to the Rumpke Recycling Facility.

Rumpke understands that the LFUCG facility generates approximately 100 tons of recyclables per day with delivery times 7 a.m. until 4 p.m., Monday through Friday and is equipped to manage this volume in a safe and efficient manner. Rumpke will implement safety procedures used at our facilities to provide a safe work environment.

Safety is a Critical Success Factor

Rumpke will implement safety procedures in place at all Rumpke facilities while on site at the LFUCG MRF. With the recent acquisition of the Central Kentucky Fiber facility, the Rumpke safety staff can monitor work and can be on site in the event there is a safety issue while Rumpke employees load trailers with single stream recyclables.

2. Hauling of Single Stream Recyclables

Rumpke drivers will be used to haul loaded single stream recyclables from the LFUCG MRF tipping floor to the Rumpke MRF tipping floor in Cincinnati. Rumpke estimates that four tractors and eight to ten 53' open top trailers will be utilized for this project. This will allow multiple trailers to be staged at both locations providing flexibility for efficiently moving materials.

3. Scale and Tipping Floor Access

Rumpke has included a site plan showing the scale area and tipping floor area as well as access roads and adjacent structures. The scales will provide an accurate weight with



electronic weight tickets being generated through this system. Incoming loads will be weighed, dumped in the tipping floor area and weighed out to get an empty weight for reporting purposes.

Exception to the text in LFUCG's RFP regarding liquidated damage:

Due to the current pandemic and labor market issues, Rumpke cannot accept contracts with monetary performance penalties. If, for reasons other than force majeure events, Rumpke is unable to materially perform the essential elements of the agreement, the Lexington Fayette Urban County Government retains all its legal rights and remedies.

4. Source and Type of Incoming Materials

Rumpke's Cincinnati Recycling Facility can accept commingled fiber and containers consisting of old newspaper (ONP), old corrugated cardboard (OCC), old magazines (OMG), residential mail, office paper, Kraft paper bags, box board (cereal boxes, beverage cartons), phone books, gift wrapping paper, shredded office paper, plastic bottles, jugs and tubs, aluminum cans, other aluminum, tin cans, steel cans, other household scrap metal, green glass, amber glass, clear glass and other glass.

Specific to shredded paper, Rumpke asks that it be placed in a clear plastic bag for processing. Rumpke is not able to accept car parts or any large scrap metal that could damage MRF equipment. Other aluminum would be specific to foil or pet food containers. Rumpke is not able to accept aluminum car parts.

5. Processing of Single Stream Recyclables and Residue Levels

Rumpke's Cincinnati Recycling Facility is currently processing 12,500 tons per month of single stream materials and has the capacity to handle 18,000 tons per month of single stream. This MRF is fully equipped to process single stream materials generated at the Lexington-Fayette MRF.

Rumpke understands that it will process the LFUCG single stream recyclables in a manner that maintains process quality. Residue levels are a function of incoming materials. Currently Rumpke's aggregate residue levels are 12 to 14%- similar in scope to the make up of the LFUCG level of less than 15%. Rumpke is equipped to remove materials that could damage MRF equipment and understands issues with contamination.

Rumpke does an on-site inspection similar in scope to the Lexington Fayette MRF contamination program and will identify any loads that have contamination levels deemed to exceed a 15% threshold. Run time is critical success factor and it is not the intent to over scrutinize loads to reject. If a load is determined to exceed the 15% contamination rate, it will be pushed aside and photos will be taken to document the contamination.

Rumpke will contact the Lexington Fayette MRF to identify any loads that cannot be processed due to contamination. In some cases, contamination can be removed with equipment on site so non-contaminated materials can be processed. Rumpke will assess a \$75.00 per ton waste charge on materials that cannot be processed. Given the successful history of the Lexington Fayette recycling program, Rumpke believes this material will be fully incorporated into the Rumpke MRF with minimal issues.

6. Marketing of Recovered Recyclables

Rumpke has a solid record as a MRF operator, receiving national recognition from the Solid Waste Association of North America, the National Waste and Recycling Association

Rumpke Waste & Recycling

and the National Recycling Coalition for their innovative processing facilities and efficient management of materials.

Rumpke has established key buyers for recyclable materials and is in all probability working with the same end users that LFUCG uses for material sales. Here are primary end users that Rumpke will use to ship recyclable materials processed through the Rumpke Cincinnati MRF:

- Old Corrugated Containers – International Paper – Maysville, Kentucky
- Mixed Paper – Pratt Industries – Wapakoneta, Ohio
- HDPE – Advanced Drainage Systems – Hilliard, Ohio
- PET – Phoenix Technologies – Bowling Green, Ohio
- PP – PureCycle – Ironton, Ohio
- Steel Cans – Franklin Iron – Dayton, Ohio
- Glass – Owens Illinois – Lapel, Indiana
- Glass – Johns Manville – Defiance, Ohio
- Aluminum Cans – Constellium – Muscle Shoals, Alabama

Rumpke markets materials to industry standard commodity grades and does not divert any acceptable materials for use as a fuel or fuel substitute. Rumpke does not landfill any recyclable materials identified on their list of acceptable materials. Rumpke has attached their list of acceptable materials outlining what they process at their MRFs. The Lexington Fayette list of acceptable materials and the Rumpke list of acceptable materials are similarly aligned with no conflicts on messaging. Rumpke has included support letters from the end users outlining their strength in marketing materials.

Rumpke is also similarly aligned with LFUCG's MRF on identifying markets that provide the most competitive and consistent pricing and has submitted a revenue sharing formula based on trackable market values in Section 3.

7. LFUCG Liaison, Reporting and Invoicing

Rumpke has assigned Ben Pedigo, corporate recycling operations coordinator, to provide all reporting, operations issues, processing information and marketing information to LFUCG. ben.pedigo@rumpke.com cell- 513-383-7561. Pedigo will be in contact with LFUCG and will relay any real or anticipated problems that should be brought to the attention of LFUCG staff. Rumpke understands that the following reports are required by LFUCG for this project:

- Weight tickets for every load showing a chronological ticket number, date, time, driver name, truck number, type of material collected and weight of material.



Rumpke Waste & Recycling

Rumpke has included a sample weight ticket that will be generated through this system.

- Dated electronic reports in a format acceptable to the LFUCG showing the itemized tabulation of the corresponding weight tickets
- Monthly calculations with supporting data from the *Pulp and Paper International* published paper prices for fiber values and the *Secondary Material Pricing* for container values. The values from these industry publications will be used to populate the monthly formula to determine the average sell price per ton on commodities processed at the Rumpke Cincinnati MRF.

Weight tickets, a monthly report and formula values will be provided monthly to LFUCG approximately two weeks after the end of each month. Rumpke's staff can meet with LFUCG in Lexington to provide this monthly report in person or virtually each month. Rumpke has included samples of their weight tickets along with a sample spreadsheet format that will be used to develop a monthly report on material deliveries to the Rumpke's Cincinnati MRF.



Mr. Jeff Snyder, Director of Recycling
Rumpke Waste & Recycling
3990 Generation Drive
Cincinnati, Ohio 45251

Dear Jeff,

Rumpke is and has been a key supplier of baled PET bottles for Evergreen's Clyde, OH facility since our infancy in 2000. We rely on baled PET bottles generated by Rumpke's recycling facilities in Ohio to provide us feedstock to make strapping and resin for the packaging industry.

Both Evergreen and Rumpke understand the value of maintaining strong business relationship to provide a solid base for PET recycling and creating a circular economy in the great state of Ohio. This philosophy has served Evergreen, Rumpke and the residents of Ohio well for over 20 years and has helped close the loop with PET.

This letter is a showing of Evergreen's commitment to support Rumpke as you look to increase material generation through your curbside and drop off programs in Ohio. With many larger brands pledging to increased recycled PET content in their packaging, we need to make sure we are all doing everything possible to increase the collection of PET. Rumpke is a valued partner, and we appreciate the important work Rumpke has done to encourage PET recycling in Ohio. Evergreen is interested in growing the partnership to include equipment and other commitments if necessary to strengthen your ability to collect PET.

Evergreen is here to support Rumpke in the collection of PET. If you need our assistance in promoting our Ohio partnership, we are always available. Let me know if you need anything going forward.

Stay well

Michael J. Sandoval
Corporate Purchasing Director
Evergreen Recycling
440.934.1325

PRATT RECYCLING, INC.

Corporate



PRATT RECYCLING, INC.

LETTER OF SUPPORT FOR RUMPKE

Mr. Jeff Snyder, Director of Recycling
RUMPKE WASTE & RECYCLING
3990 Generation Drive
Cincinnati, Ohio 45251

Dear Jeff,

I hope this letter finds you and the Rumpke team well and excited about recycling opportunities in coming years. We have discussed many times the important relationship Pratt and Rumpke share and I wanted to send this letter to support your continued efforts to provide comprehensive recycling services to Ohio residents.

You are very familiar with Pratt's innovative recycling process using 100% post-consumer fiber for our finished product. Our relationship with Rumpke is a key component in utilizing mixed paper at our innovative paper mill in Wapakoneta, Ohio. This Wapakoneta facility is important to Ohio's recycling circularity and we are glad that Pratt and Rumpke share a common goal to provide viable recycling opportunities and products utilizing recycled fiber generated in Ohio.

Jeff, as Pratt and Rumpke continue to work together to increase the diversion of materials, please let me know if I can help in any way on projects. It is a pleasure to work with you and your recycling team at Rumpke.

Paul J. England
Paul J. England
Senior Vice President
Pratt Recycling



Mr. Jeff Snyder, Director of Recycling
RUMPKE WASTE & RECYCLING
3990 Generation Drive
Cincinnati, Ohio 45251

October 4, 2021

Dear Jeff,

It is a pleasure to work with you and the Rumpke Recycling team on post-consumer plastic recycling in Ohio. The collaboration between ADS and Rumpke on supplying and processing post-consumer HDPE is a great success story. We are hearing more and more about creating circularity in the recycling industry and what could be a better example of this with ADS purchasing HDPE bottles and jugs recycled through Rumpke's network of drop off and curbside recycling programs throughout the State of Ohio.

ADS and Rumpke have grown together in a beneficial relationship that has created an excellent recycling infrastructure in Ohio. Rumpke's commitment to providing a quality product coupled with the ADS advanced system of utilizing post-consumer HDPE bottles for products sold in Ohio and throughout the world is an excellent example of how recycling provides jobs and materials that is beneficial for all parties.

As our business relationship continues to grow with Rumpke, we see a bright future with plastic recycling with both businesses and Ohio residents benefiting from the recycling synergies generated through ADS and the Rumpke partnership.

Please let me know if we can help in any way with your efforts to increase HDPE recycling in Ohio.

Sincerely,

Marcelo Sampaio

Marcelo Sampaio
Vice President, Sourcing and Procurement
Advanced Drainage Systems, Inc





Mr. Jeff Snyder, Director of Recycling
RUMPKE WASTE & RECYCLING
3990 Generation Drive
Cincinnati, Ohio 45251

LETTER OF SUPPORT FOR RUMPKE

Dear Jeff,

It has been an exciting time with the kickoff of PureCycle's entrance into the polypropylene processing world and Rumpke's corresponding acceptance of this polymer into their list of acceptable plastics in drop off and curbside programs throughout Ohio. We appreciate the opportunity to strengthen our business relationship as polypropylene (PP) recycling expands throughout Ohio and the Midwest.

Rumpke's understanding of the groundbreaking research at PureCycle and Procter & Gamble to remove obstacles that hindered PP recycling in the past has been helpful in establishing common ground with PureCycle and Rumpke, creating a shared passion to expand collection and processing of this material.

Our business ties are a confirmation of how the State of Ohio has supported in a sense "home grown" businesses and the entrepreneurs to create a true circular economy in Ohio. From research to implementation, the PureCycle / Rumpke collaboration represents a unique foundation in the development of sustainable plastics recycling.

As PureCycle uses more PP generated from the Rumpke MRF's we are thankful that years of work has culminated into a strong business relationship. Thank you for your help in this process. Please let me know if I can be of service.

Sincerely,

Chris Talarek

Chris Talarek

Vice President of Feedstock Operations

(513) 704-4904

ctalarek@purecycle.com

<http://www.purecycle.com/>



James Nordmeyer
VP, Global Sustainability
One Michael Owens Way, Plaza 1
Perrysburg OH 43551-2999
+1 567-336-7142

October 4, 2021

Mr. Jeff Snyder, Director of Recycling
RUMPKE WASTE & RECYCLING
3990 Generation Drive
Cincinnati, Ohio 45251

Dear Jeff,

On behalf of O-I Glass, Inc., I am writing this letter of support outlining the important work that Rumpke has accomplished with glass container recycling in Ohio and the Midwest. We understand the Rumpke Glass Processing Facility in Dayton, Ohio is a state-of-the-art operation that uses European technology to clean and prepare post-consumer glass for use in glass container manufacturing. Rumpke is the only landfill and recycling operator in the United States that operates a glass beneficiation facility processing 5,000 tons per month of post-consumer glass generated from drop off, curbside and solid waste districts in Ohio, Indiana, Kentucky and West Virginia.

At a time when many recycling processors stopped accepting glass, Rumpke has continued to collect, process and ship post-consumer glass to O-I Glass facilities in the Midwest. This is a true example of recycling circularity. Ohio residents can place recyclable glass containers in their curbside and drop off programs and be able to purchase product in glass that was processed in Ohio in bottles made in Ohio.

Since Rumpke constructed their glass beneficiation facility in 2004, your 10 million investment in an innovative cleaning and sizing system has provided a stable glass recycling resource for Ohio. We appreciate the commitment Rumpke has made in glass recycling and support your efforts to provide recycling services in Ohio and the Midwest.

Jeff, let me know if I can help in any way on glass recycling projects. We appreciate the opportunity to work with Rumpke.

Regards,



James V. Nordmeyer
Vice President Global Sustainability
O-I Glass Inc.

Section 2

Technical Proposal

Attachment A

**LFUCG Request for Proposals
Interim and Backup Hauling, Processing and Marketing
of Single Stream Recyclables from the LFUCG MRF**

TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

FORM A: RESPONDENT'S STATEMENT OF ORGANIZATION

1. Full name of business:
RUMPKE OF KENTUCKY, INC.

2. Principal business address:
3990 Generation Drive Cincinnati, OH 45251

3. Principal Contact Person(s):
William J. Rumpke, Jr., President bill.rumpkejr@rumpke.com

4. Form of Business (Corporation, Partnership, Joint Venture, Other)
Corporation

5. If a corporation, in what state incorporated and date of incorporation:
State: Kentucky Date: 7/31/75

6. List all firms participating in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc.)	
Name	Address
N/A Rumpke does not intend to utilize subcontractors for the performance of work required under this	proposal

7. Outline specific areas of responsibility for each firm listed in Question 8	
Name	Responsibilities
N/A Rumpke does not intend to utilize subcontractors for the performance of work required under this	proposal

Attachment A

Interim and Backup Hauling, Processing and Marketing of Single Stream Recyclables from the LFUCG MRF

TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

FORM B: HAULING, PROCESSING AND MARKETING PLAN

Checklist

- Respondents Qualifications
- Summary of Proposed Approach to Providing Required Services
- Proposed Material Delivery Standards
- Location Map, Site Plan and Building/Equipment Descriptions
for Proposed Scale and Tipping Area
- Location Map, Site Plan and Building/Equipment Descriptions
for Proposed Recycling Processing Area(s)
- Current Throughput and Current Major Users for Proposed Recycling
Processing Area(s)
- Contaminant Handling Procedures
- Recycling Processing and Marketing Project Experience
- Recycling Processing and Marketing References
- Expected End-Markets by Commodity including Targeted Spec
- Exceptions or Additional Explanations

Experience Statement

Our Story

Rumpke Waste & Recycling is one of the largest waste and recycling firms in the United States. The company began in 1932, when William F. Rumpke operated a coal and junkyard business in Carthage, Ohio, which later morphed into a hog farm. William, with the help from his brother Bernard, collected garbage from business owners to feed their large hog stock. As the years passed, William and Bernard converted their hog farm into a trash collection business and created the company's first landfill. Today, the company is managed by William Rumpke's grandson, President & CEO William Rumpke Jr., along with other family members, an outside board of directors and a corporate management team.



Over the years, Rumpke has increased its service area to become one of the largest, privately-owned waste and recycling service providers in the nation, serving millions of residential, commercial and industrial customers throughout the United States.



Rumpke continues to grow through acquisitions, organic opportunities and investments in technology. Today, the company owns or operates 14 landfills and 10 recycling centers serving customers throughout Ohio, Kentucky, Indiana and West Virginia.

With a fleet of more than 2,000 hauling vehicles (2,600 total vehicles) and a workforce of approximately 3,200 employees, Rumpke is a leader in environmental solutions. After nearly 90 years, Rumpke remains a strong player in the industry, serving more than 1.5 million residential and commercial customers, and more than 430 municipal contracts daily.

One of Rumpke's other divisions, The William-Thomas Group, also services national accounts using a nationwide network of more than 5,000 waste haulers.

Rumpke's first landfill is one of the largest Sub-Title D landfills in the United States, accepting up to 12,500 tons of trash daily. The landfill is located in Colerain Township (near Cincinnati), and serves as the company's corporate headquarters. Rumpke owns or operates the following landfills:

- Bartholomew County Landfill (Columbus, Indiana)
- Beech Hollow Landfill (Wellston, Ohio)
- Bond Road Landfill (West Harrison, Ohio)
- Brown County Landfill (Georgetown, Ohio)
- Boyd County Sanitary Landfill (Ashland, Kentucky)
- Crawford County Landfill (Bucyrus, Ohio)
- Jackson County Landfill (Medora, Indiana)
- Lake County Landfill (Painesville, Ohio)
- Montgomery County Landfill (Mt. Sterling, Kentucky)
- New Baltimore Landfill (New Baltimore, Ohio)
- Noble Road Landfill (Shiloh, Ohio)
- Pendleton County Landfill (Butler, Kentucky)
- Pike Sanitation Landfill (Waverly, Ohio)
- Rumpke Sanitary Landfill (Colerain Township, Ohio, near Cincinnati)



Rumpke Waste & Recycling

Commitment to Sustainability

Rumpke works with businesses, industries, residents, communities and municipalities to start and sustain successful waste diversion and recycling programs. Rumpke's first recycling location was established in 1941 in Southwestern Ohio. The operation was primitive compared to today's recycling technologies, and consisted mostly of manual sorting.

In 1989, Rumpke purchased a recycling operation in Pickaway County, Ohio. This purchase—which marked the start of Rumpke's official recycling division—was followed by a second site in Cincinnati in 1991. Dual-stream facilities opened in Columbus and Dayton, Ohio, Louisville and Ashland, Kentucky, and Indianapolis, Indiana, throughout the 1990s. The facilities met a critical demand for communities seeking to divert material from landfills.

As the recycling industry grew, Rumpke remained at the forefront and continued investing in the latest technologies. Today, Rumpke provides the regional framework necessary to serve residential, commercial and industrial customers.

Rumpke owns and operates three of the most advanced recycling facilities in the nation, including a facility in Columbus, Ohio, a newly renovated glass processing site in Dayton, Ohio, and a \$32 million facility in Cincinnati, Ohio, capable of sorting more than 100,000 pounds of recyclables per hour. These newly updated and advanced facilities make Rumpke a regional recycling leader.



Via positive negotiations, Rumpke has secured long-term and stable marketing agreements with regional, domestic manufacturers that purchase recyclables for use as raw materials. Rumpke's end-user network is further assurance that items collected and processed by Rumpke are being recycled and put to good use.

Rumpke offers complete environmental solutions including much more than earth-friendly disposal and recycling services. Rumpke services also include composting (where available), construction

recycling and e-waste and universal waste hauling options for recycling.

Rumpke is even making a difference at its landfills. At Rumpke Sanitary Landfill, near Cincinnati, the company recovers landfill gas and converts it into natural gas energy for up to 27,000 homes. The operation is the largest landfill gas to direct pipeline energy system in the world, and it's been in operation since 1986. Rumpke also boasts landfill gas to energy systems at Boyd County Sanitary Landfill, the Brown County, Ohio Landfill, and the Pendleton County, Kentucky Landfill. Not to mention, design work is already underway to build additional waste to energy plants at landfills in Kentucky and Indiana.



Rumpke also works to make sustainability common practice throughout company operations by educating employees and implementing practices to conserve water, construction materials and fuel. Today, Rumpke recycles more than a million tires annually, using them as drainage layers or separation barriers for landfills.

In 2011, the firm opened compressed natural gas filling stations and began a pilot program to run garbage trucks on green energy. Today, Rumpke's compressed natural gas fleet has grown to 350 plus vehicles and compressed natural gas fueling stations can be found at Rumpke's Cincinnati, Columbus and Dayton, Ohio locations as well as at its site in Louisville, Kentucky.

Rumpke is also a leader in transparency, community outreach and education. Nearly 10,000 visitors tour Rumpke sites each year to learn more about proper waste and recycling practices and environmental protection. The firm offers presentations and hosts open houses to teach the public about the components of a complete environmental solution.



www.rumpke.com | 1-800-828-8171

RUMPKE

Rumpke Waste & Recycling

Compliance

Rumpke's Engineering and Environmental Affairs Division oversees landfill regulatory compliance, environmental monitoring, planning and design, and construction management. Rumpke's engineers, environmental scientists and technicians work with consultants to meet or exceed all compliance standards set forth by local, state and federal regulators.

Staying Safe

Safety is a top priority at Rumpke. Rumpke and its divisions employ a Corporate Safety Department with members working throughout Rumpke's service regions. The safety team consists of Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA), Fire Prevention and Loss Control departments, as well as site safety supervisors. Beyond conducting compliance and safety audits, the team presents initial and continuing education opportunities for all Rumpke employees.

Monthly "tool box talks" highlight seasonal safety issues, and throughout the year specialized courses are developed and implemented. Techniques are learned, practiced, observed and evaluated for continuous improvement.

Rumpke divisions strive to comply with all OSHA, DOT, EPA and other regulatory agencies. Each manager and supervisor is required to attend the OSHA 30-hour voluntary outreach program. Employees attend new hire, annual and in-service safety and health training for the tasks they are assigned to perform.

Safety is a primary component of the Rumpke culture internally as well as externally. The National Waste and Recycling Association recently partnered with the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Department of Health and Human Services (HHS), to develop driver safety communications based on Rumpke's public awareness campaign, "Slow Down to Get Around."

Rumpke initiated the "Slow Down" campaign in 2004, following two accidents in one week in which waste collection drivers were struck by passing motorists. The team developed public service announcements, truck decals and other promotional materials. To date, more than 300 municipalities and firms world-wide have adopted the campaign including Cincinnati, New York and many others.

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Strong Foundation Provides Best Service & Overall Customer Experience

The Rumpke family's involvement, a well-trained and qualified staff, and the best technology available combine to ensure a wonderful experience for customers. Rumpke's commitment to providing the best service available at a fair price is an advantage that encourages customers such as, Procter & Gamble, Duke Energy Corp., Columbus Blue Jackets, Cincinnati Reds, Yum Brands, U.S. Postal Service, the Cleveland Browns and Home City Ice to count on Rumpke to manage all their waste and recycling needs.

Learn More About Rumpke



www.rumpke.com | 1-800-828-8171



Statement of Qualifications

Rumpke's Bluegrass Region

Background

Rumpke's Bluegrass Region (1374 Bryan-Griffin Rd., Butler, KY 41006) includes:

- Pendleton County, Kentucky Landfill
- Landfill gas to electricity plant in Pendleton County
- Montgomery County, Kentucky Landfill
- Garrard County, Kentucky, transfer station (owned)
- Knott County, Kentucky transfer station (operated)
- Leslie County, Kentucky, transfer station (operated)
- Magoffin County, Kentucky, transfer station (operated)
- Scott County, Kentucky, transfer station (owned)
- Hauling operations
- Administrative offices
- Maintenance garages

Equipment

Rumpke's Bluegrass Region is comprised of nearly 270 trucks, including roll off, front load and rear load for both waste and recycling collection.

Employment

More than 330 employees, including drivers, equipment operators, mechanics, general laborers, commercial and municipal sales representatives, managers and administrative personnel, work in Rumpke's Bluegrass Region.

Service Offerings

Rumpke's Bluegrass Region offers comprehensive waste removal, disposal and recycling options to residential, commercial and industrial customers.

Services include municipal solid waste removal and disposal, roll off containers, commercial containers, compactors and residential and commercial recycling collection where available.

Additionally, Rumpke offers portable restroom rentals and tire collection and recycling.

Service Territory

Rumpke's Bluegrass Region provides service to communities and businesses in the following Kentucky counties:

Boone	Grant	Mercer
Bourbon	Harrison	Montgomery
Boyle	Jessamine	Morgan
Bracken	Kenton	Nicholas
Campbell	Knott	Owsley
Casey	Knox	Pendleton
Clark	Lee	Perry
Clay	Leslie	Powell
Estill	Letcher	Robertson
Fayette	Lincoln	Rockcastle
Fleming	Madison	Scott
Franklin	Magoffin	Wolfe
Garrard	Menifee	Woodford



Rumpke Waste & Recycling

Municipal Contracts

The Bluegrass Region provides contracted residential waste removal services, curbside recycling and drop-off box recycling programs for nearly 70 municipalities and solid waste districts within its service footprint.

Key Personnel

Key management personnel for Rumpke's Bluegrass Region include the following:

- Jeffrey Rumpke, Area President
- Adam Rumpke, Region Vice President
- Jeffrey Snyder, Director of Recycling
- Robin Klaber, Municipal/Public Sector Representative
- Gary Lederer, Operations Manager
- Gene Hillard, Recycling Hauling Manager
- Brad Dunn, Recycling Operations Manager
- Jim Hext, Landfill Operations Manager
- Frances Richie, Municipal/Public Sector Representative
- Troy Catron, Operations Manager
- Tyler Rumpke, District Manager



Project Synopsis

Rumpke Waste & Recycling is submitting a proposal to provide interim and backup hauling, processing and marketing of the Single Stream Recyclables that are currently being accepted at the Lexington Fayette MRF. The Rumpke proposal includes Rumpke staff on the LFUCG site to provide loading and hauling to Rumpke's material recovery facility in Cincinnati, Ohio. Here are highlights of this project.

Rumpke will provide labor, equipment and necessary materials to prepare single stream recyclable for hauling to the Rumpke Cincinnati MRF, 5525 Vine Street, Cincinnati, Ohio, 45217. Rumpke employees will be stationed at the Lexington Fayette MRF tipping area to operate a backhoe and excavator delivered on site by Rumpke for this project to load 53' foot open top trailers provided by Rumpke for shipment to the Rumpke MRF.

Rumpke drivers will be used to haul loaded single stream recyclables from the LFUCG MRF tipping floor to the Rumpke MRF tipping floor in Cincinnati. Rumpke estimates that 4 tractors and 8 to 10 53' open top trailers will be utilized in this project. This will allow multiple trailers to be staged at both locations providing flexibility for efficiently moving materials.

Rumpke has included a site plan showing the scale area and tipping floor area as well as access roads and adjacent structures. The scales will provide an accurate weight with electronic weight tickets being generated through this system. Incoming loads will be weighed, dumped in the tipping floor area and weighed out to get an empty weight for reporting purposes.

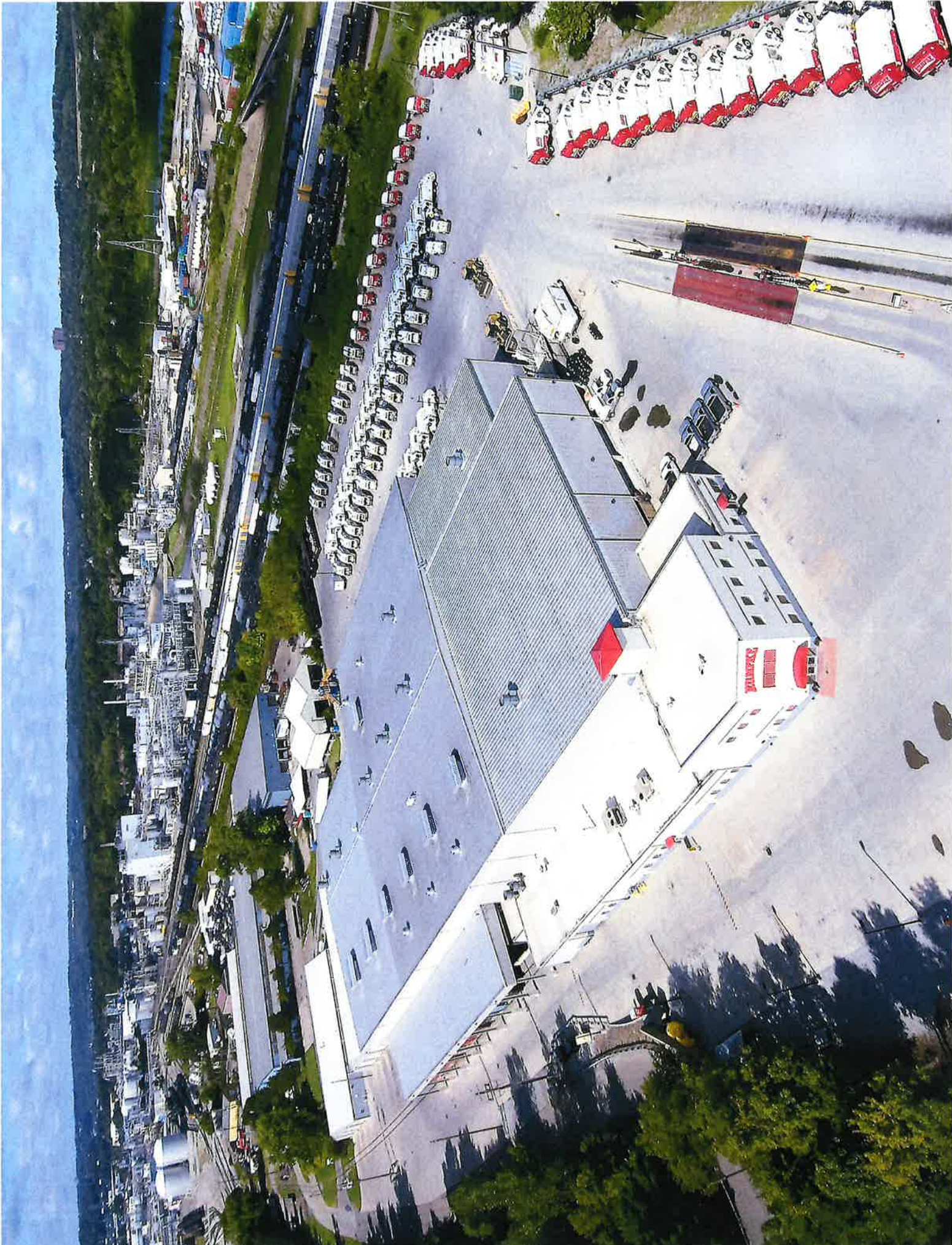
The Rumpke Cincinnati MRF can accept commingled fiber and containers consisting of old newspaper (ONP), old corrugated cardboard (OCC), old magazines (OMG), residential mail, office paper, kraft paper bags, box board (cereal boxes, beverage cartons), phone books, gift wrapping paper, shredded office paper, #1- #2 closed mouth plastic containers, aluminum cans, other aluminum, tin cans, steel cans, other household scrap metal, green glass, amber glass, clear glass and other glass.

Rumpke is currently processing 12,500 tons per month of single stream materials and has the capacity to handle 18,000 tons per month of single stream. The Rumpke Cincinnati MRF is fully equipped to process single stream materials generated at the Lexington Fayette MRF.

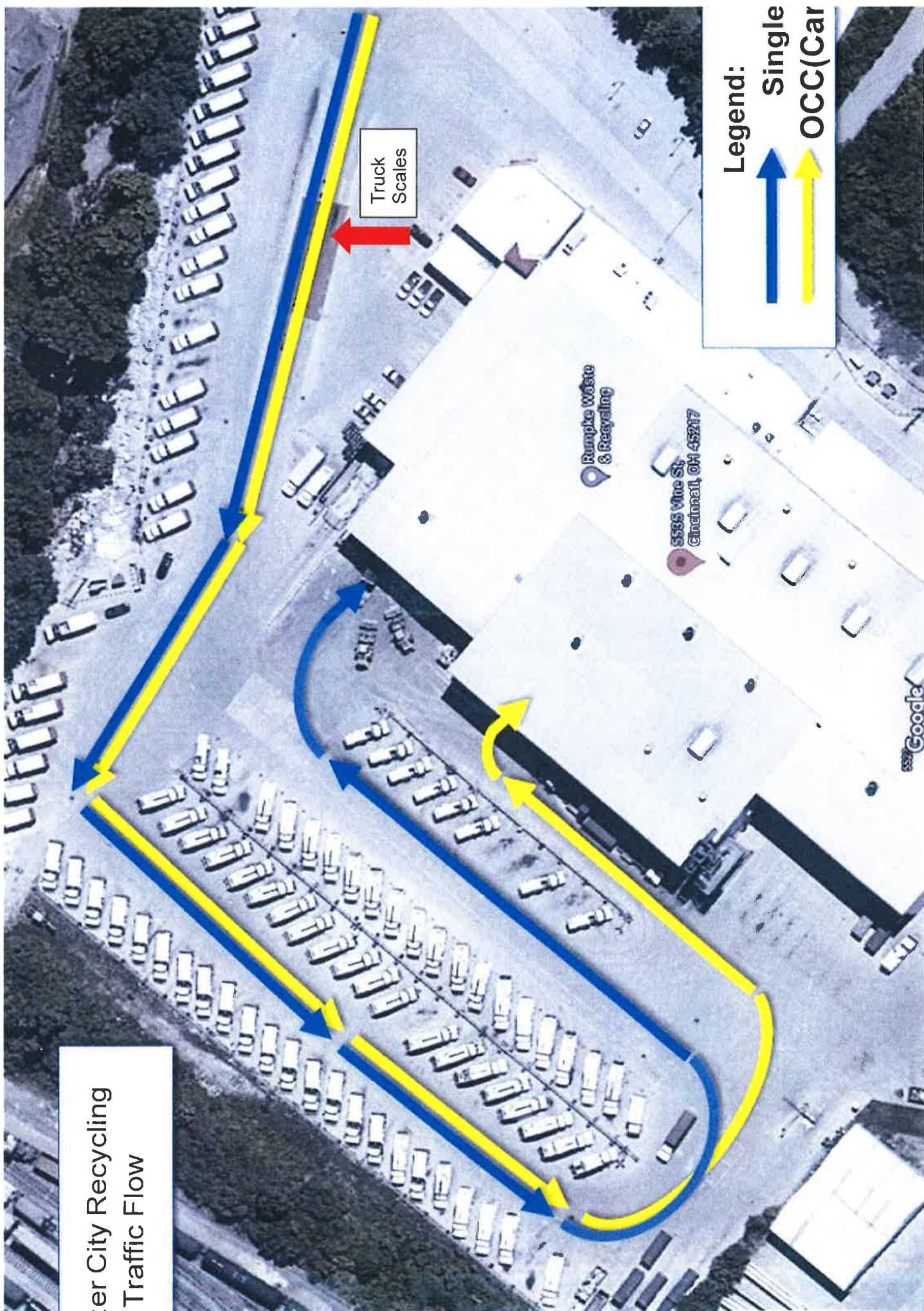
Rumpke understands that it will process the LFUCG single stream recyclables in a manner that maintains process quality. Residue levels are a function of incoming materials. Currently Rumpke's aggregate residue levels are 12 to 14% - similar in scope to the make up of the LFUCG level of less than 15%. Rumpke is equipped to remove materials that could damage MRF equipment and understands issues with contamination.

Rumpke has established key buyers for recyclable materials and is in all probability working with the same end users that LFUCG uses for material sales.

Rumpke will implement safety procedures in place at all Rumpke facilities while on site at the Lexington Fayette MRF. With the recent acquisition of the Central Kentucky Fiber facility, the Rumpke safety staff can monitor work and can be on site in the event there is a safety issue while Rumpke employees load trailers with single stream recyclables.



er City Recycling
Traffic Flow



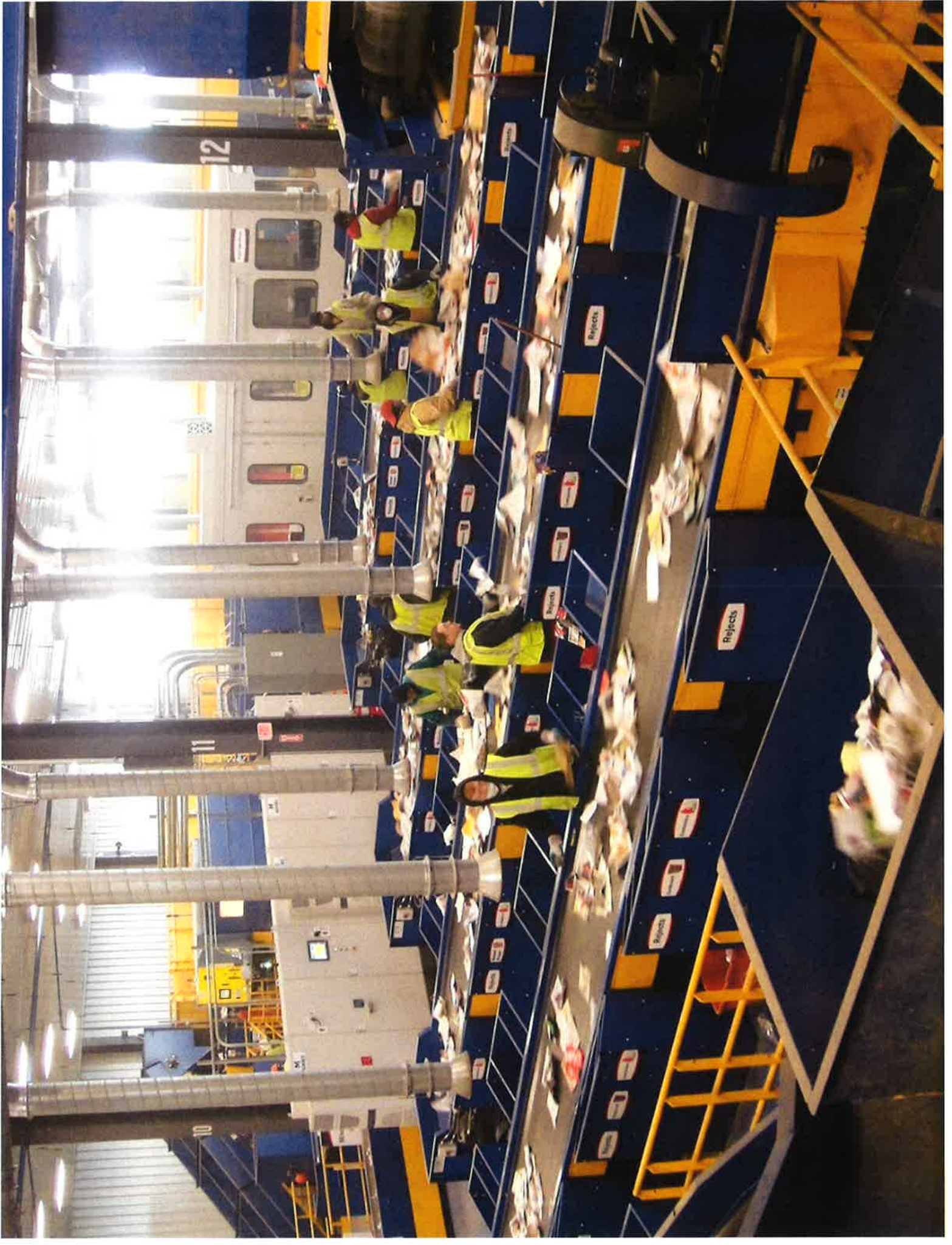
Truck
Scales

Legend:
Single
OCC(Car)

Rumpke Waste
& Recycling

5555 Vine St,
Cincinnati, OH 45217

Google





Attachment A

LFUCG Request for Proposals Interim and Backup Hauling, Processing and Marketing of Single Stream Recyclables from the LFUCG MRF

TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

FORM C: REFERENCES (3 Required)

Customer #1 Name:	CITY OF COVINGTON
Customer Address:	20 W Pike Street Covington, KY 41011
Customer Contact Name:	Sheila Fields - Solid Waste & Recycling Coordinator
Contact Phone Number:	(859) 292-2121
E-mail Address:	sfields@covingtonky.gov

Describe Services Provided to this Customer:

Since 2015, Rumpke has partnered with the City of Covington to provide its 15,000 + residential structures and nearly 1,000 commercial properties with waste and recycling collection services.

Customer #2 Name:	CITY OF MT. STERLING
Customer Address:	33 N Maysville Rd. Mt. Sterling, KY 4053
Customer Contact Name:	Al Botts - Mayor
Contact Phone Number:	(859) 498-8725
E-mail Address:	al.botts@ky.gov

Describe Services Provided to this Customer:

Rumpke provides curbside trash service for 2,500 residents and single stream curbside recycling service for 850 residents.

Customer #3 Name:	CITY OF PARIS
Customer Address:	525 High Street Paris, KY 40361
Customer Contact Name:	Johnny Plummer - Mayor
Contact Phone Number:	(859) 987-2110
E-mail Address:	mayorplummer@paris.ky.gov

Describe Services Provided to this Customer:

Rumpke provides curbside trash service for 3,200 residents and single stream curbside recycling service for 800 residents.

DATE	TIME	TRUCK #	ACCT #	ACCT NAME	MUNICIPALITY	COUNTY	LOCATION DESCR	M/C %	WID	GROSS	TARE	NET %	ADJ	TARE	NET %	ADJ	TRANSACTION #	APPROVAL #	COD	RECEIPT \$
20200803	7:35:27	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	37.16	15.97	21.19	0	0	0	0	974983	0	0	0
20200804	7:11:56	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	37.67	15.95	21.72	0	0	0	0	975269	0	0	0
20200804	7:14:21	RJ101134	7100252	*ANN ARBOR TRL#1465	0	2081	WASHTENAW,MI	100	25	37.04	15.71	21.33	0	0	0	0	975271	0	0	0
20200804	8:40:22	RJ191117	7100252	*ANN ARBOR TRL#1232	0	2081	WASHTENAW,MI	100	25	35.09	15.83	19.26	0	0	0	0	975289	0	0	0
20200805	6:13:24	RJT6209	7100252	*ANN ARBOR TRL# 1466	0	2081	WASHTENAW,MI	100	25	37.47	15.96	21.51	0	0	0	0	975482	0	0	0
20200805	6:33:29	RJ101134	7100252	*ANN ARBOR TRL#1465	0	2081	WASHTENAW,MI	100	25	36.62	15.74	20.88	0	0	0	0	975484	0	0	0
20200805	9:10:50	RJ191117	7100252	*ANN ARBOR TRL#1232	0	2081	WASHTENAW,MI	100	25	36.91	16	20.91	0	0	0	0	975540	0	0	0
20200806	6:24:11	RJ101134	7100252	*ANN ARBOR TRL#1465	0	2081	WASHTENAW,MI	100	25	36.97	15.71	21.26	0	0	0	0	975697	0	0	0
20200806	9:22:54	RJ191124	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	36.05	15.73	20.32	0	0	0	0	975767	0	0	0
20200807	6:01:29	RJ101134	7100252	*ANN ARBOR TRL#1465	0	2081	WASHTENAW,MI	100	25	36.81	15.71	21.1	0	0	0	0	975902	0	0	0
20200807	10:46:50	RJ191117	7100252	*ANN ARBOR TRL#1383	0	2081	WASHTENAW,MI	100	25	36.52	15.58	20.94	0	0	0	0	975991	0	0	0
20200810	7:57:49	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	36.54	15.95	20.59	0	0	0	0	976130	0	0	0
20200810	6:25:30	RJ101134	7100252	RECYCLE ANN ARBOR 0	0	2081	WASHTENAW,MI	100	25	36.21	15.73	20.48	0	0	0	0	976095	0	0	0
20200811	7:39:26	RJT6209	7100252	*ANN ARBOR TRL#1465	0	2081	WASHTENAW,MI	100	25	36.05	15.97	20.08	0	0	0	0	976330	0	0	0
20200811	6:24:14	RJ101134	7100252	*ANN ARBOR TRL#1465	0	2081	WASHTENAW,MI	100	25	35.93	15.72	20.21	0	0	0	0	976293	0	0	0
20200812	6:07:08	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	35.65	15.97	19.68	0	0	0	0	976514	0	0	0
20200812	8:43:10	RJ191117	7100252	*ANN ARBOR TRL#1325	0	2081	WASHTENAW,MI	100	25	36.28	15.57	20.71	0	0	0	0	976565	0	0	0
20200813	4:50:00	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	35.62	15.95	19.67	0	0	0	0	976731	0	0	0
20200813	4:00:00	RJ101134	7100252	*ANN ARBOR TRL#1464	0	2081	WASHTENAW,MI	100	25	35.28	15.74	19.54	0	0	0	0	976732	0	0	0
20200813	8:41:03	RJ191117	7100252	*ANN ARBOR TRL#1384	0	2081	WASHTENAW,MI	100	25	36.95	15.78	21.17	0	0	0	0	976793	0	0	0
20200814	7:27:20	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	35.8	15.94	19.86	0	0	0	0	976980	0	0	0
20200814	6:31:00	RJ101134	7100252	*ANN ARBOR TRL#1465	0	2081	WASHTENAW,MI	100	25	35.52	15.7	19.82	0	0	0	0	976959	0	0	0
20200815	8:33:00	RJT6185	7100252	*ANN ARBOR TRL#1464	0	2081	WASHTENAW,MI	100	25	36.52	15.02	21.5	0	0	0	0	977152	0	0	0
20200817	7:24:17	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	36.71	15.95	20.76	0	0	0	0	977163	0	0	0
20200817	11:21:59	RJT6215	7100252	*ANN ARBOR TRL# 1327	0	2081	WASHTENAW,MI	100	25	37.16	15.89	21.27	0	0	0	0	977251	0	0	0
20200818	7:24:56	RJT6185	7100252	*ANN ARBOR TRL#1465	0	2081	WASHTENAW,MI	100	25	34.83	15.31	19.52	0	0	0	0	977378	0	0	0
20200818	6:23:09	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	36.07	15.95	20.12	0	0	0	0	977360	0	0	0
20200819	12:42:52	RJT6185	7100252	*ANN ARBOR TRL# 1465	0	2081	WASHTENAW,MI	100	25	35.61	15.27	20.34	0	0	0	0	977700	0	0	0
20200819	5:35:00	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	36.95	15.96	20.99	0	0	0	0	977785	0	0	0
20200819	8:39:42	RJ191117	7100252	*ANN ARBOR TRL#1384	0	2081	WASHTENAW,MI	100	25	36.18	15.69	20.49	0	0	0	0	977626	0	0	0
20200820	6:01:47	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	37.08	15.96	21.12	0	0	0	0	977784	0	0	0
20200820	9:07:38	RJ191117	7100252	*ANN ARBOR TRL#1325	0	2081	WASHTENAW,MI	100	25	35.69	15.63	20.06	0	0	0	0	977854	0	0	0
20200821	6:05:05	RJT6209	7100252	RECYCLE ANN ARBOR 0	0	2081	WASHTENAW,MI	100	25	37.19	15.94	21.25	0	0	0	0	978006	0	0	0
20200821	9:13:28	RJ191117	7100252	*ANN ARBOR TRL#1325	0	2081	WASHTENAW,MI	100	25	35.91	15.63	20.28	0	0	0	0	978074	0	0	0
20200822	7:19:00	RJT6185	7100252	*ANN ARBOR TRL#1234	0	2081	WASHTENAW,MI	100	25	34.28	15.65	18.63	0	0	0	0	978195	0	0	0
20200824	7:38:16	RJT6209	7100252	*ANN ARBOR TRL#1466	0	2081	WASHTENAW,MI	100	25	34.78	15.95	18.83	0	0	0	0	978221	0	0	0
20200825	9:41:03	RJ191117	7100252	*ANN ARBOR TRL# 1325	0	2081	WASHTENAW,MI	100	25	34.65	15.43	19.22	0	0	0	0	978469	0	0	0

Rumpke Center City Recycling
5535 Vine Street

Cincinnati OH 45217

10/04/2021
11:57:04

Ticket #: 1038525
Scale ID: CCR

SoftPak ID : 07 0100030
Vehicle ID : REP2410
Account No : 7100080
Acct Name : REPUBLIC SERVICES
Cntr ID :
Capacity :
Gross Wght : 44360 (Weight of FULL Truck)
Tare Wght : 37940 (Weight of EMPTY Truck)
Net Wght : 8420 (Weight of LOAD)

Mat. ID	Description	%	Tonnage	Municipality/County
1: 25	COM RECY MIXED	100	3.210	CLERMONT, OH
			<u>3.210</u>	

Signature : _____

Rumpke Center City Recycling
5535 Vine Street

Cincinnati OH 45217

10/04/2021
10:19:31

Ticket #: 1038525
Scale ID: CCR

SoftPak ID : 07 0100080
Vehicle ID : REP2421
Account No : 7100080
Acct Name : REPUBLIC SERVICES
Cntr ID :
Capacity :
Gross Wght : 41540 (Weight of FULL Truck)
Tare Wght : 36440 (Weight of EMPTY Truck)
Net Wght : 5100 (Weight of LOAD)

Mat. ID	Description	%	Tonnage	Municipality/County
1: 25	COM RECY MIXED	100	2.550	WARREN, OH
			<u>2.550</u>	

Signature : _____

SECONDARY MATERIALS PRICING.COM

ANNOUNCED RECOVERED MATERIALS PRICES
CHICAGO (MIDWEST / CENTRAL) REGION
OCTOBER 4, 2021
Domestic prices in US currency

Plastics *(Click on Grade description for Specifications)*

Grade	Description	Historical Data	Current Price	Current Average	Previous Price
Plastics	PET - Premium (Refers to Deposit / Bottle Bill, Special Sort Baled Grades, ¢/lb, picked up)	View	--	--	--
Plastics	PET (Baled, ¢/lb, picked up)	View	23-27	25.00	24-27
Plastics	PET - Thermoform (Curbside, Post Consumer, (Baled, ¢/lb, picked up) Southwest & Pacific regions)	View	--	0.00	--
Plastics	PET - Curbside Grade B in CA (Baled, ¢/lb, picked up) VIEW for Historical prior to FEB 14, 2020	View	--	0.00	--
Plastics	Natural HDPE (Baled, ¢/lb, picked up)	View	108-109	108.50	112-113
Plastics	Colored HDPE (Baled, ¢/lb, picked up)	View	58-59	58.50	62-63
Plastics	Commingled (#1-7, Baled, ¢/lb, picked up)	View	0-1	0.50	0-1
Plastics	Commingled (#3-7, Baled, ¢/lb, picked up)	View	-1-1	0.00	-1-1
Plastics	HDPE Rigid (Baled, ¢/lb, picked up)	View	16-16.5	16.25	14-15
Plastics	Mixed Bulky Rigid (Baled, ¢/lb, picked up)	View	4-5	4.50	1-4
Plastics	FILM - Grade A (Sorted, 800+lb Bales, ¢/lb, picked up)	View	19-20	19.50	18-20
Plastics	FILM - Grade B (Sorted, 800+lb Bales, ¢/lb, picked up)	View	6-7	6.50	5-6
Plastics	FILM - Grade C (Sorted, 800+lb Bales, ¢/lb, picked up)	View	0-2	1.00	0-2
Plastics	LLDPE-Stretch Film (Refer to FILM grades A, B, C)	View	--	--	--
Plastics	PP Post Consumer (Baled, ¢/lb, picked up)	View	37.5-38	37.75	42.5-43
Plastics	Polystyrene EPS (Baled, ¢/lb, picked up)	View	1-3	2.00	1-3

Metals

Grade	Description	Historical Data	Current Price	Current Average	Previous Price
Metals	Aluminum Cans (Sorted, Baled, ¢/lb, picked up)	View	84-86	85.00	82-83
Metals	Aluminum Cans (Loose, ¢/lb, dropped off at RC)	View	72-74	73.00	70-71
Metals	Steel Cans (Sorted, Baled, ¢/ton, picked up)	View	200-220	210.00	90-100
Metals	Steel Cans (Sorted, Densified, ¢/ton, dropped off at RC)	View	20-35	27.50	20-35
Metals	Steel Cans (Sorted, Loose, ¢/ton, dropped off at RC)	View	10-15	12.50	10-15
Metals	White Goods (Loose, ¢/ton, picked up)	View	40-45	42.50	40-45

Glass

Grade	Description	Historical Data	Current Price	Current Average	Previous Price
Glass	Flint (\$/ton Delivered)	View	25-35	30.00	25-35
Glass	Amber (\$/ton Delivered)	View	15-25	20.00	15-25
Glass	Green (\$/ton Delivered)	View	5-15	10.00	5-15
Glass	3 Mix (\$/ton Del. as Recyclable/Disposable - Incl. Environmental Fees/Battery Surcharge, etc.)	View	-35 - -15	-25.00	-35 - -15

* Prices in bold have changed during the past 5 days.

- Prices are F.O.B. seller's dock in trailer-load / container quantities and do not reflect variances such as: premiums, spot loads, freight allowances, regular quantity shipments, contract terms, etc.
- Historical data summarizes the low, median and high prices, including National averages.
- Price ranges are the result of objective, confidential information provided weekly by the industry, and do not reflect the opinions of the publisher.
- This index is for reference purposes only and does not infer the commitment to buy or sell at the reported prices.

PPI Pulp & Paper Week

Monthly Recovered Paper Prices

Yellow Sheet

PRICE WATCH: Recovered Paper - Domestic

October 5, 2021

US\$ per short ton for open market purchases by mills, FOB seller's dock, for delivery this month. (Further specifications below.)

Incorporating Official Board Markets

	New England	Northeast		Midwest (Chicago) ³	Southeast ⁵	Southwest ¹	LA-SF		
		New York	Buffalo				LA	SF	Pacific NW ³
MIXED PAPER									
Mixed Paper (54)	95 - 105 (+0)	95 - 105 (+0)	95 - 105 (+0)	105 - 115 (+0)	95 - 105 (+0)	100 - 110 (+0)	90 - 95 (-10)	85 - 90 (-10)	65 - 70 (-5)
BROWN GRADES									
Boxb cuttr (4) - OBM*	155 - 165 (+0)	150 - 160 (+0)	150 - 160 (+0)	155 - 165 (+0)	145 - 155 (+0)	165 - 175 (+0)	100 - 110 (-10)	90 - 100 (-10)	95 - 105 (-5)
OCC (11) - OBM*	175 - 185 (+0)	175 - 185 (+0)	175 - 185 (+0)	180 - 190 (+0)	185 - 195 (+0)	185 - 195 (+0)	120 - 130 (-10)	110 - 120 (-10)	125 - 135 (-5)
DLK (13) - OBM*		190 - 200 (+0)		200 - 210 (+0)	205 - 215 (+0)	205 - 215 (+0)	140 - 150 (-10)	130 - 140 (-10)	140 - 150 (-5)
GROUNDWOOD									
Sorted Residential Papers & News (56) ⁴	115 - 125 (+0)	115 - 125 (+0)	115 - 125 (+0)	130 - 140 (+0)	125 - 135 (+0)	115 - 125 (+0)	100 - 110 (-10)	90 - 100 (-10)	85 - 90 (-5)
		Northeast					LA-SF ²		
OMG (10)		145 - 155 (+0)		150 - 160 (+5)	140 - 150 (+0)	145 - 155 (+0)	145 - 155 (-5)		90 - 95 (-5)
CGS (44)		145 - 155 (+0)		145 - 155 (+0)	140 - 150 (+0)	145 - 155 (+0)	135 - 145 (-5)		85 - 90 (-5)
SCN (58)		185 - 195 (+5)		195 - 205 (+5)	185 - 195 (+5)	210 - 220 (+5)	170 - 180 (-5)		130 - 140 (-5)
WBN (24)		270 - 280 (+0)		255 - 265 (+0)	255 - 265 (+0)	290 - 300 (+0)	240 - 250 (-5)		205 - 215 (-5)
HIGH GRADES									
SOP (37)		165 - 175 (+5)		165 - 175 (+5)	160 - 170 (+5)	165 - 175 (+5)	185 - 195 (-10)		115 - 125 (-5)
CBS (43)		165 - 175 (+5)		165 - 175 (+5)	160 - 170 (+5)	165 - 175 (+5)	175 - 185 (-10)		115 - 125 (-5)
SBS heavy print (45)		185 - 195 (+5)		185 - 195 (+5)	170 - 180 (+5)		195 - 205 (-10)		
SWL (40)		210 - 220 (+5)		200 - 210 (+5)	210 - 220 (+5)	240 - 250 (+5)	235 - 245 (-10)		185 - 195 (-5)
MWL (41) ¹		220 - 230 (+5)		210 - 220 (+5)	215 - 225 (+5)	250 - 260 (+5)	245 - 255 (-10)		195 - 205 (-5)
SBS light print (45)		235 - 245 (+5)		205 - 215 (+5)	215 - 225 (+5)	230 - 240 (+5)	250 - 260 (-10)		
PULP SUBS									
SBS unprinted (47)		310 - 320 (+0)		310 - 320 (+0)	325 - 335 (+0)	325 - 335 (+0)	310 - 320 (-10)		
HWS (30)		320 - 330 (+0)		325 - 335 (+0)	345 - 355 (+0)	350 - 360 (+0)	325 - 335 (-10)		
HWEC (31)		350 - 360 (+0)		360 - 370 (+0)	365 - 375 (+0)	370 - 380 (+0)	375 - 385 (+0)		320 - 330 (+0)

* OBM PRICES

Prices for grades designated "OBM" are a continuation of the prices originally published in Official Board Markets ("OBM", "The Yellow Sheet") and are reported on the same basis as published historically in OBM. See www.risi.com/RCPrmethodology for a complete description of what has and has not changed about OBM prices. (Price not marked * are consistent with prices published historically in P&PW.)

SPECIFICATIONS

Prices represent open market board and paper mill purchases agreed to for delivery in the indicated month. Contractually indexed transactions are excluded. Specifications: baled; full-truckload quantities; exclusive of delivery charges, premium or distress lots, and of all subsequent charges for packing, handling, destination considerations, or other special charges. Grades and preparation requirements are as defined in the current ISRI Scrap Specifications Circular.

NOTES

1. Preconsumer.
2. The price on the low end of the range is for the Bay Area and the price at the top end of the range is for the Los Angeles area.
3. As of Oct 2012, these region names were changed from a city to a region (e.g. "Chicago" to "Midwest"). This is a change in title, not in methodology. All references to the new names (e.g. "Midwest") as they apply to each price series above are consistent with the legacy names (e.g. "Chicago").
4. ONP #8 can be replaced with SRP #56 in formulas used to derive ONP#6 price.
5. Change reflects the difference between the high of the current month and the high of the previous month.

DISCLAIMER

While the information contained in this report has been obtained from sources believed to be reliable, Fastmarkets RISI does not warrant or guarantee the accuracy and completeness of the information. All prices are best estimates of prices, and are composite prices as opposed to median or average prices.

Attachment A

**LFUCG Request for Proposals
Interim and Backup Hauling, Processing and Marketing
of Single Stream Recyclables from the LFUCG MRF**

TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS


FORM D: EXCEPTIONS TO THE AGREEMENT

Exceptions to Request for Proposals Specifications and Service Agreement

Respondents are to prepare the Cost Proposal forms based on the program specifications set forth in the Request for Proposals documents, without considering any exceptions that may be set forth on this form.

In the event the Respondent takes exception to the Request for Proposals specifications they may set forth those exceptions in the following manner:

1. The exceptions are to be presented on a paper whose pages are titled, "Attachment A Form D: Exceptions to The Agreement".
2. Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the agreement language related to the exception, the manner in which the proposed change would benefit LFUCG, the customers or both, and the specific dollar change in each of the various services rates, as proposed by the proposer in this Request for Proposals, that would take place if the exception was accepted by LFUCG.
3. The exceptions must be followed with the following language without exception.
4. This form must be signed by an individual authorized to commit the Respondent's firm to the agreement in the manner set forth below.

Signature:	
Name:	William J. Rumpke, Jr.
Title:	President
Date:	10/7/2021
<i>Please note that if exceptions are taken, all required information, as set forth above <u>must</u> be submitted.</i>	

Lexington-Fayette Urban County Government

EXCEPTIONS & BID CLARIFICATIONS

Attachment A Form D: Exceptions to The Agreement

Rumpke calls exceptions to the following sections to the Bid for the INTERIM PROCESSING AND MARKETING OF SINGLE STREAM RECYCLABLES IN THE Lexington-Fayette Urban County Government, KY:

Description of Services

3. Scale and Tipping Floor Access – Paragraph 2

Rumpke has an exception to the text in the LFUCG RFP regarding liquidated damages: Due to the recent and current pandemic and labor market issues, Rumpke cannot accept contracts with monetary performance penalties. If, for reasons other than force majeure events, Rumpke is unable to materially perform the essential elements of the agreement, the Lexington Fayette Urban County Government retains all of its legal rights and remedies.

Description of Services

4. Source and Type of Incoming Materials – Paragraph 2

Specific to shredded paper, Rumpke asks that it be placed in a clear plastic bag for processing. Rumpke is not able to accept car parts or any large scrap metal that could damage MRF equipment. Other aluminum would be specific to foil or pet food containers. Rumpke is not able to accept aluminum car parts.

Description of Services

7. LFUCG Liaison, Reporting and Invoicing – Paragraph 2

Weight tickets, a monthly report and formula values will be provided on a monthly basis to LFUCG approximately 2 weeks after the end of each month. Rumpke's staff can meet with LFUCG in Lexington to provide this monthly report in person or virtually each month. Rumpke has included samples of their weight tickets along with a sample spreadsheet format that will be used to develop a monthly report on material deliveries to the Rumpke Cincinnati MRF.

Section 3 Cost Proposal

Attachment B

**LFUCG Request for Proposals
Interim and Backup Hauling, Processing and Marketing
of Single Stream Recyclables from the LFUCG MRF**

COST PROPOSAL

Proposed Tip Fee/Revenue Sharing Schedule

- A.1 Loading Fee:** Specify a per ton loading fee (if applicable).
Per Ton Fee: \$ 20.00
- A.2 Hauling Fee:** Specify a per ton hauling fee (if applicable).
Per Ton Fee: \$ 55.00
- A.3 MRF Tip Fee:** Specify a per ton tip fee (if applicable).
Per Ton Tip Fee: \$ 90.00
- A.4 Revenue Share:** Specify a per ton revenue sharing formula (if applicable).
Per Ton Revenue Share (\$ or %): \$ 25 %
- A.5 Trigger Price:** Specify a trigger price for the revenue sharing (if applicable).
Per Ton Trigger Price: *See Attached Narrative

A.6 Market Index: Specify a market index for the revenue sharing (if applicable).

Fiber: PPI Pulp & Paper Week - Chicago High Side Pricing

Containers: Secondary Materials Pricing - Chicago Average

The attached formula will be updated each month using current prices from these recycling industry publications

A.7 Revenue Sharing Example: Show a sample calculation of the tip fee/revenue sharing arrangement using the proposed factors provided above (A.1 to A.6).

* See Attached Narrative

Attachment B –

Cost Proposal Narrative

Rumpke's cost proposal incorporates both fixed per ton pricing and a revenue sharing component. Items A.1, A.2 and A.3 are fixed for the contract term.

Item A.4 is tied into a formula that will be updated monthly with new commodity pricing resulting in variable values or costs depending on the Average Selling Price per Ton. Rumpke has attached a formula that provides greater detail on this component.

Item A.5 is specific to Item A.4- When the Average Selling Price Per Ton exceeds the \$90.00 per ton benchmark, this triggers a payback to LFUCG. As an example, for the October 2021 reporting period, the Average Selling Price per Ton (ASPT) is \$154.97. The \$90.00 per ton fixed processing fee is subtracted from the ASPT for a net value of \$64.97.

Rumpke's formula for October provides a 25% share to LFUCG - \$16.24 per ton. This component will fluctuate monthly as new values are entered into the formula each month. Commodity pricing is based on values from PPI Pulp & Paper Week- Chicago High Side Pricing and Secondary Materials Pricing- Chicago Average. In the event the ASPT is lower than the \$90.00 per ton benchmark, there will be a cost for the processing component of this project. When the net value of the formula is negative, LFUCG pays 100% of this cost.

Rumpke has included the October pricing from both publications to provide the background on commodity pricing. Rumpke will update the formula each month for LFUCG review.

10/7/2021

RESIDENTIAL SINGLE-STREAM PROCESSING/PAYBACK FORMULA

LFUCG Single Stream				
<i>Commodity Type</i>	<i>Allocation %</i>	<i>Index Price Formula</i>	<i>Index Price Formula</i>	<i>Single Stream Material Value</i>
OCC	14.59%	PPI-Chicago High	\$190.00	\$27.71
MIXED PAPER	46.71%	PPI-Chicago High	\$115.00	\$53.72
STEEL CANS - baled	2.12%	Secondary Index Avg	\$210.00	\$4.46
ALUMINUM CANS - baled	1.32%	Secondary Index Avg	\$1,700.00	\$22.52
HDPE COMBO	2.16%	Secondary Index Avg	\$1,670.00	\$36.09
PETE	4.29%	Secondary Index Avg	\$500.00	\$21.45
3 - 7 PLASTICS	2.27%	Secondary Index Avg	\$0.00	\$0.00
RIGID MIX PLASTICS	0.33%	Secondary Index Avg	\$90.00	\$0.30
MIXED GLASS	12.71%	Secondary Index Avg	-\$25.00	(\$3.18)
RESIDUALS	13.50%	disposal rate	-\$60.00	(\$8.10)
TOTAL	100.0%			\$154.97

Average Selling Price per Ton for Single Stream		\$154.97
Benchmark		\$90.00
Net Value		\$64.97
Share %	75% Processor / 25% Generator	25%
Payback per ton to LFUCG	Oct-21	\$16.24

Notes:

Formula based on material delivered to Rumpke- Cincinnati MRF

When net value is negative, generator pays 100% of cost

When net value is positive, generator receives 25% of revenue

Fiber Pricing- PPI Pulp & Paper Week- Chicago High Side Pricing- October 5, 2021

Contaier Pricing- Secondary Materials Pricing, Chicago Average, October 4, 2021

HDPE Combo- HDPE Natural + HDPE Color Pricing divided by 2= Combo Pricing

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 235478
Visit <https://web.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

RUMPKE OF KENTUCKY, INC.

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 271B, whose date of incorporation is July 31, 1975 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 28th day of August, 2020, in the 229th year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
235478/0045366

Rumpke Consolidated Companies, Inc. and Subsidiaries

**Consolidated Financial Statements as of and for the
Years Ended December 31, 2020 and 2019, and
Independent Auditors' Report**



Deloitte & Touche LLP
250 East Fifth Street
Suite 1900
Cincinnati, OH 45202
USA

Tel: +1 513 784 7100
www.deloitte.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of
Rumpke Consolidated Companies, Inc. and Subsidiaries:

We have audited the accompanying consolidated financial statements of Rumpke Consolidated Companies, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Rumpke Consolidated Companies, Inc. and its subsidiaries (the "Company") as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Deloitte + Touche LLP

April 22, 2021

RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES

**CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2020 AND 2019
(Amounts in thousands)**

	2020	2019		2020	2019
ASSETS			LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT ASSETS:			CURRENT LIABILITIES:		
Cash	\$ 9,602	\$ 6,130	Accounts payable and other liabilities	\$ 60,114	\$ 41,650
Accounts receivable—less allowances for doubtful accounts of \$428 and \$681 in 2020 and 2019, respectively	58,159	58,599	Accrued expenses	32,437	31,413
Parts and supplies	12,716	11,406	Unearned revenues	23,316	19,141
Prepaid expenses and other assets	5,869	5,255	Current portion of long-term debt	18,383	15,971
Total current assets	86,546	81,390	Total current liabilities	134,250	108,175
PROPERTY AND EQUIPMENT:			LONG-TERM DEBT—Less current portion	388,027	354,732
Land and land improvements	526,340	465,058	ASSET RETIREMENT OBLIGATIONS	96,294	90,016
Buildings and building improvements	129,662	127,166	OTHER LIABILITIES:		
Equipment and fixtures	906,473	811,005	Accrued pension	47,811	45,270
Construction in progress	27,251	29,374	Unrealized loss on financial contracts	13,075	7,120
Total property and equipment, gross	1,589,726	1,432,603	Other liabilities	22,186	21,931
Less accumulated depreciation and amortization	986,301	887,585	Total other liabilities	83,072	74,321
Total property and equipment, net	603,425	545,018	DEFERRED COMPENSATION	1,363	1,363
OTHER ASSETS:			Total liabilities	701,006	628,607
Goodwill	12,291	12,130	COMMITMENTS AND CONTINGENCIES (Note 13)		
Intangible assets—finite life	27,444	25,940	STOCKHOLDERS' EQUITY:		
Other assets	5,398	5,774	Capital stock	110	110
Total other assets	45,133	43,844	Treasury stock	(162,349)	(162,349)
			Accumulated other comprehensive loss	(53,301)	(54,665)
			Note receivable	(5,516)	(4,563)
			Retained earnings	252,806	262,190
			Total Rumpke Consolidated Companies, Inc. and Subsidiaries stockholders' equity	31,750	40,703
			Noncontrolling interest	348	942
			Total stockholders' equity	32,098	41,645
TOTAL	\$ 735,104	\$ 670,252	TOTAL	\$ 735,104	\$ 670,252

See notes to consolidated financial statements.

RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019 (Amounts in thousands)

	2020	2019
REVENUES:		
Hauling and collection	\$ 575,751	\$ 562,428
Disposal	60,588	65,009
Sale of recyclables	33,842	26,702
Transfer	27,188	16,127
Other revenues	<u>37,291</u>	<u>23,744</u>
Total revenues	<u>734,660</u>	<u>694,010</u>
OPERATING EXPENSES	503,084	455,513
DEPRECIATION AND AMORTIZATION	130,767	121,380
SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES	<u>68,652</u>	<u>74,153</u>
Total operating expenses	<u>702,503</u>	<u>651,046</u>
OPERATING INCOME	<u>32,157</u>	<u>42,964</u>
OTHER (EXPENSE) INCOME:		
Interest expense	(14,989)	(15,845)
Net gain (loss) on sale of assets	81	(40)
Unrealized loss on financial contracts	(15,416)	(10,432)
Miscellaneous—net	<u>(2,528)</u>	<u>1,410</u>
Total other expense	<u>(32,852)</u>	<u>(24,907)</u>
(LOSS) INCOME BEFORE INCOME TAXES AND NONCONTROLLING INTEREST	(695)	18,057
INCOME TAX EXPENSE	<u>406</u>	<u>450</u>
NET (LOSS) INCOME	(1,101)	17,607
NET (LOSS) INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>(487)</u>	<u>549</u>
NET (LOSS) INCOME ATTRIBUTABLE TO RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES	<u>(614)</u>	<u>17,058</u>
NET (LOSS) INCOME, INCLUDING NONCONTROLLING INTEREST	(1,101)	17,607
OTHER COMPREHENSIVE INCOME	<u>1,384</u>	<u>1,444</u>
COMPREHENSIVE INCOME	283	19,051
COMPREHENSIVE (LOSS) INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>(487)</u>	<u>549</u>
COMPREHENSIVE INCOME ATTRIBUTABLE TO RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES	<u>\$ 770</u>	<u>\$ 18,502</u>

See notes to consolidated financial statements.

Recycle These

PAPER



Cardboard should fit inside cart.

GLASS BOTTLES & JARS



Any color. Reattach lid.

PLASTIC BOTTLES



Lids OK if reattached to bottle.

METAL CANS



Non-hazardous, non-flammable material only.

CARTONS



No egg or ice cream cartons.
Remove caps and straws.

DON'T RECYCLE

- Plastic bags
- Hazardous material such as batteries
- Tanglers such as clothing, dog leashes & garden hoses
- Scrap metal, including pots & pans

Visit www.rumpke.com to learn more about our recycling program. Visit your local Solid Waste District to find where you can dispose of hazardous material.



www.rumpke.com | 1-800-828-8171

RUMPKE

End Products

Rumpke recycled more than **900 MILLION POUNDS** of material in 2019 and works with regional manufacturers to turn your recyclables into new products.

PLASTIC



PET (Plastic Bottles)

Plastic Strapping Tape

HDPE (Plastic Jugs)

Drainage Pipe

GLASS



Dayton Glass Processing Facility

Large Pieces

Glass Bottles

Small Pieces

Fiberglass Insulation

CARTONS



Cartons & Aseptic Containers

Tissue & Office Paper

METAL CANS



Steel Cans

Car Parts & Appliances

Aluminum Cans

Aluminum Cans

PAPER



Cardboard

Cardboard

Mixed Paper

Paperboard

Newspaper

Newspaper & Paperboard



www.rumpke.com | 1-800-828-8171

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RUMPKE OF KENTUCKY, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) <u> 5 </u>
5 Address (number, street, and apt. or suite no.) See instructions. 3990 Generation Drive	
6 City, state, and ZIP code Cincinnati, OH 45251	Requester's name and address (optional)
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
3	1	-	0	8	6	6	6	5	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 10/7/2021
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2021

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

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

PRODUCER Marsh USA Inc. 525 Vine Street, Suite 900 Cincinnati, OH 45202 Attn: cincinnati.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F : N/A</td> <td>N/A</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire & Marine Insurance Co	20079	INSURER B : ACE American Insurance Company	22667	INSURER C : Indemnity Insurance Company of North America	43575	INSURER D : XL Specialty Insurance Company	37885	INSURER E : N/A	N/A	INSURER F : N/A
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INSURER F : N/A	N/A															
CN102338799-STND-GAWUP-20- RUMKY																
INSURED Rumpke of Kentucky, Inc. 3990 Generation Drive Cincinnati, OH 45251																

COVERAGES **CERTIFICATE NUMBER:** CLE-006519510-08 **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			42GLO10041807	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR \$ 500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25308001	12/30/2020	12/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00077282L120A 'Auto Excess Liability retention.' '1st \$5,000,000 of Umbrella'	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC67809968 (IN,KY,CO,ND,WA,WY) WCUC67810004 (OH) '\$500,000 SIR applies to XS OH'	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B							

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

CERTIFICATE HOLDER Rumpke of Kentucky, Inc. 3990 Generation Drive Cincinnati, OH 45251	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2021

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

PRODUCER Marsh USA Inc. 525 Vine Street, Suite 900 Cincinnati, OH 45202 Attn: cincinnati.certrequest@marsh.com CN102338799-STND-GAWU-20-21 RUMKY MUNICI	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
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COVERAGES CERTIFICATE NUMBER: CLE-005465126-18 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			42GLO10041807	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 SIR \$ 500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: LFUCG QUOTE MRF100213 - TRANSPORTATION & PROCESSING OF RECYCLABLE MATERIALS.
CERTIFICATE HOLDER ALSO INCLUDES: THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, BOARDS, CONTRACTORS, ASSIGNS, VOLUNTEERS AND SUCCESSORS IN INTEREST.
PERSONS OR ORGANIZATIONS ARE ADDED TO THE GENERAL LIABILITY POLICY AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT, OR PERMIT. THE GENERAL LIABILITY INSURANCE IS NON-CONTRIBUTORY AND PRIMARY OVER SIMILAR INSURANCE AVAILABLE TO AN ADDITIONAL INSURED WHERE THE ADDITIONAL INSURED IS DESIGNATED AS A NAMED INSURED ON THE AVAILABLE INSURANCE.

CERTIFICATE HOLDER CANCELLATION

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ROOM 338, GOVERNMENT CENTER 200 EAST MAIN STREET LEXINGTON, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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