

**REPUBLIC**  
**SERVICES**

***BID ON #145-2014***

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***Single Pass Loose Leaf Collection Services***

Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, Kentucky 40507

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## *SECTION 1: EXECUTIVE SUMMARY*

Republic Services of Kentucky is honored for the opportunity to provide Lexington with a complete leaf management solution with the addition of leaf collection and disposal to our current contract to transport leaves from Bluegrass Waste Alliance to Haley Pike. Republic hereby submits this bid to provide a dedicated turn-key vacuum leaf collection and disposal service for all 4 sub-zones within Zone C.

Although a new service in our Lexington market, Republic Services has provided vacuum leaf collection for communities throughout the United States, including Charleston, South Carolina and Indianapolis, Indiana. Further, Republic's Lexington staff has experience in managing and performing vacuum leaf collection.

Republic Services is the leading solid waste management provider in Kentucky and we are committed to providing the most affordable, efficient, and safe leaf collection and disposal program possible. Republic's first and foremost goal is to provide exceptional services that meet the need and expectation of Lexingtonians. As a result of our business model, we are able to guarantee that Republic Services will not:

- Provide any residential or commercial lawn cleanup services;
- Collect non-piled leaves or leaves located on private property; or
- Comingle leaf material with any other waste collected by Republic Services

Republic appreciates the importance of providing effective and timely leaf collection in order to prevent disruptions to the city's storm water conveyance systems. As such, Republic Services is able to commit to commencing service any time after October 17 with as little as three (3) business days' notice.

If awarded, Republic Services pledges that our team and equipment:

- Will be staffed with Class-A license holders, as required by DOT for the operation of commercial trucks and trailer systems;
- Will be solely dedicated to this project;
- Will not collect any other wastes or perform other duties during our service;

Republic Services has continuously demonstrated the ability to abide by city and state regulations with our various partnerships with LFUCG, including leaf transportation, commercial dumpster service, and operation of the Bluegrass Waste Alliance facility. Republic shall provide this same level of dedication to excellence and service with this project.

Enclosed you will find a detailed proposal, comprised of our Service Plan, Equipment Plan, Safety Plan, all required documentation, and our Proposed Rates.

## **1.1 Pricing**

Following are the proposed rates per sub-zone as requested.

Sub-Zone	Curb Miles	Unit	Price
C1	60	LS	\$17,049.67
C2	93	LS	\$25,996.00
C3	60	LS	\$17,049.67
C4	70	LS	\$19,891.28

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## **1.2 Contact Information**

The contact for this proposal is:

Gregory M Butler  
Municipal Relationship Manager

Republic Services of Kentucky, LLC  
451 Conway Court  
Lexington, KY 40511

Email: [gbutler@republicservices.com](mailto:gbutler@republicservices.com)  
Mobile: 859-619-3851  
Fax: 859-263-2601

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## 1.4 Invitation to Bid: Crosswalk Responsibilities

Requirement	Location in Proposal
A. It is LFUCG's responsibility to maintain operation of the Old Frankfort Pike loose leaf drop-off facility Monday – Friday, 8:00 am to 7:00 pm and on Saturdays from 8:00 am to 4:30 pm during the contractual loose leaf collection period (currently projected as November 17 to December 19, 2014).	Section 4.2
B. It is LFUCG's responsibility for final scheduling of 2014 Annual Loose Leaf Collection Services along with providing public notification and outreach services. LFUCG will notify the successful bidder(s) a minimum of 30 calendar days in advance of the actual start date for vacuum loose leaf collection services.	Section 1 Section 4.1 Section 4.2
C. LFUCG remains the primary point of contact regarding loose leaf collection services. Rob Allen, Division of Streets and Roads, is designated as LFUCG's primary point of contact and administrator of services provided by the successful bidder(s).	Section 1.2
D. In conjunction with the Notice of Award, LFUCG will provide each successful bidder a map of the collection area in which they are responsible for.	Section 4.2
E. LFUCG utilizes a 311 service (LexCall) to manage citizen inquiries for all services, including loose leaf collection. Inquiries regarding schedule collection times, missed services and other questions related to loose leaf collection will be routed through LexCall 311. LFUCG's primary point of contact will communicate issues to the successful bidder(s) so that a satisfactory result is obtained.	Section 1.2
F. LFUCG is responsible for the transport of collected leaves from the Old Frankfort Pike loose leaf drop-off facility to the Haley Pike compost facility.	Section 1
G. The successful bidder(s) shall provide single pass loose leaf collection services for LFUCG within the service areas designated by the written Notice of Award and transport to the Old Frankfort Pike loose leaf drop-off facility. The successful bidder(s) receiving an award are responsible for all costs associated with the operation of said service.	Section 1.1
H. Single pass loose leaf collection work hours are limited to: <ul style="list-style-type: none"> <li>■ Monday thru Friday, 7:30 am to 6:30 pm ((EST); and</li> <li>■ Saturday: 8:00 am to 4:00 pm (EST)</li> </ul> No loose leaf collection will be permitted on Sundays	Section 4.2

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- I. Successful bidders receiving a Notice of Award shall not collect loose leaves from: Section 1  
Section 4.1  
Section 4.2
- Service areas not designated in the Notice of Award;
  - Loose leaves not raked into a windrow or pile located off private property;
  - Private property – defined as behind the sidewalk or more than 10 feet from the edge of curb or pavement.
  - Commercial lawn or yard services that have collected leaves from other areas and placed them in collection areas being serviced by the Notice of Award recipient.
- J. Successful bidders who provide private residential or commercial lawn cleanup services cannot place and/or collect any leaves, brush or other yard waste material collected as a result of that private service into the public collection area. Section 1  
Section 4.1  
Section 4.2
- K. Any successful bidder receiving a Notice of Award must: Section 4.2
- Provide a projected collection schedule for the entire service area prior to beginning work; Section 4.5
  - Provide updated collection schedules on a weekly basis;
  - Provide written daily reports clearly identifying the streets completed for the day, the number of loads collected that day; the total estimated volume of loads collected that day, and specific information regarding any locations where leaves were not collected due to a resident’s failure to meet published requirements for the collection of loose leaves.
- L. Successful bidders receiving a Notice of Award are expected to keep designated crews working in the area of award continuously throughout the scheduled collection period. LFUCG reserves the right to immediately terminate any successful bidder who diverts dedicated crews away from the area of award, which would undermine publically advertised collection schedules. Section 1  
Section 4.2
- M. Successful bidders shall designate a crew supervisor for each collection crew assigned a route. The supervisor is responsible for making sure their crew follows all instructions provided by LFUCG. All crew members must exhibit acceptable behavior and work habits while working under contract for LFUCG. Offensive behavior may result in the termination of the contract. Section 4.2
-



**Bid Conditions**

Requirement	Location in Proposal
A. Successful bidders must comply with all Federal, State and Local laws / regulations pertaining to the work performed, specifically but not limited to worker safety and public safety.	Section 1
B. Successful bidders must possess a valid Fayette County business license.	Section 1 Section 4.2
C. Successful bidders must provide to LFUCG proof of insurance in the types and amounts as specified in Exhibit B (Risk Management Provisions, Insurance and Indemnification).	Section 3.5

**Technical Provisions**

Requirement	Location in Proposal
A. Description of the company's capabilities, including primary business and experience in Yard Waste Management	Section 1 Section 2
B. Full address of the company's headquarters	Section 1.2
C. Contact information for a maximum of three references who could be contacted by LFUCG to verify the company's capabilities in Yard Waste Management	Section 6
D. Clear identification of which service areas the company is pursuing award for	Section 1.1
E. A list of key personnel who will be responsible for the successful completion of the work, including their job titles and generalized job description. Submission of an organizational chart is strongly encouraged	Section 4.2 Section 5
F. A listing of the company's equipment being used to complete the work, including make, model and age of each piece of rolling stock equipment assigned to each service area. NOTE: The equipment listed must demonstrate sufficient capacity to complete the work in the service area(s) identified in item "C" above. Pursuing multiple services areas and listing the same equipment for each service area will diminish a bidder's chances in getting an award for multiple service areas	Section 4.3
G. A tentative work completion schedule for each service area being pursued by a bidder that further explains the use of the equipment information provided in item "F" and proposes a staffing level necessary to meet the tentative schedule	Section 4.1 Section 4.2 Section 4.3
H. The company's proposed traffic control plan for protecting workers and the public during loose leaf collection operations	Section 4.4
I. Your company's lump sum Cost of Service for each service area for which the company is seeking award	Section 1.1

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## ***SECTION 2: REPUBLIC SERVICES***

Republic Services, Inc. is among the most experienced and reputable integrated waste management and recycling services company in Kentucky and across the nation. Republic is known for its transparent business practices, excellent accounting controls, award winning safety program, and operational expertise. Republic is the second largest integrated waste services companies in the United States as measured by revenue and has one of the highest credit ranking among the top ten largest waste services companies in the United States.

Republic is well qualified by experience, adequate financing, staffing and equipment to provide a turn-key solution for leaf collection and disposal as specified in the City's Invitation to Bid.

Republic provides non-hazardous solid waste services from collection to transfer, processing, and disposal for commercial, industrial, municipal and residential customers through its dedicated team of over 30,000 employees serving more than 13 million customers through 333 collection companies operating within a network of 145 business units in 39 states and Puerto Rico. Republic owns or operates 194 transfer stations, 191 active solid waste landfills, and 75 recycling facilities.

- Nationwide, Republic serves more than 12,000,000 residential and 1,000,000 commercial customers weekly and holds nearly 3,000 municipal contracts.

### ***2.1 Corporate and Regional Management***

Republic relies on a decentralized management structure to manage daily operations with optimum efficiency. Republic's organization and management structure includes three regions across the country and a regional management team headed by a Region President of Operations located in each region. Within each region are multiple market areas, each headed by an Area President and Area management staff. Each region is organized into several areas and each area contains multiple business units or operating locations.

Each of Republic's regions and substantially all market areas provide collection, transfer, recycling and disposal services. This structure facilitates integrating Republic operations within each region, which is a critical component of the Company's operating strategy. It also allows Republic to maximize the growth opportunities in each of our markets and to operate the business efficiently, while maintaining effective controls and standards over operational and administrative matters, including financial reporting.

Republic believes that its strong reputation of transparency and accountability is particularly important to cities that are funded by its citizens. In order to convey Republic's standing, Republic Awards and Honors are provided as an appendix at the conclusion of this proposal.

### ***Purpose of Republic Services***

In order to reach its mission, Republic Services strives to:

- Establish Republic as a company where the best people come to work devoted to meeting the needs of customers every day;
- Consistently operate and vigorously grow the business with integrity and a commitment to the Republic Way;
- Deliver total waste stream solutions and provide environmental confidence for Republic's customers while doing its part in stewardship of the planet's resources; and
- Create sustainable economic value for all Republic stakeholders



### ***2.2 Lexington & Central Kentucky***

In Central Kentucky Republic provides solid waste, recyclable materials, yard waste, and bulky item collection services to 51,000 homes every week, as well as service to 5700 commercial, 1800 industrial customers and thousands of construction sites annually. Republic deploys over 70 trucks daily from its three local collection operations.

Republic employs approximately 130 people, with 71 of those located at our Lexington office. Republic places great importance on its human capital and recognizes that its employees are the company's most important asset. Republic endeavors to provide the very best working conditions, including a safe working environment, competitive pay and benefits, and many opportunities for professional growth.

## ***History with Lexington***

Republic Services and its predecessors have operated in the Lexington market for over 30 years, providing waste collection and disposal services to residents, businesses, and local governments alike. Most notably, Republic has operated the Bluegrass Waste Alliance Transfer Station since its inception in 1995, and has assisted with the transportation of yard waste from the Bluegrass Waste Alliance facility to the Haley Pike composting facility since the 1990's. Republic currently partners with ten cities and counties in Central Kentucky in fulfilling their waste management needs.

In addition to operating the transfer station, Republic provides waste collection to numerous residences and businesses within Lexington. Republic directs 100,000 tons of waste collected within Fayette County to the Bluegrass Waste Alliance Transfer Station each year, and another 5000 tons of recycling to the Lexington Material Recovery Facility.

## ***Community Partner***

Republic Services has provided waste management solutions in Lexington and Central Kentucky for over thirty years, and throughout that time has been a valuable member of our community.

## ***Bluegrass Greensource***

Republic is proud to support Bluegrass Greensource (formerly Bluegrass PRIDE), the leading provider of environmental education and resources in Central Kentucky since 2001. Republic strongly believes that the mission of Bluegrass Greensource to empower people through education and outreach to make small daily changes that make a big difference and foster positive environmental and economic impacts throughout the region mirrors our own purpose.

Republic's goal is to support endeavors that have a measurable impact on the community; to increase recycling, to eliminate littering and illegal dumping, and to empower every community member to be stewards of our environment.

## ***God's Pantry***

For over a decade the employees of Republic Services have chosen to pool their efforts to assist God's Pantry in its mission to fight hunger in our own community. Each year dozens of employees donate their time, income, and supplies to this noble cause.

## ***2.3 Health and Safety***

Republic and its employees maintain strict compliance with all applicable OSHA and Federal, State, and Local safety requirements while performing all work related functions. These requirements include extensive training and testing, maintaining compliance with all policies and procedures and wearing and using of suitable personal protective equipment.

Republic has very low occurrence of incidents/accidents due to its company-wide emphasis on safety, and the extensive training and on-going educational programs that Republic uses and continues to develop. Republic requires all of operations personnel to participate in extensive in house (off equipment) training and testing as well as specific equipment-related training. The following information is intended to acquaint reviewers with Republic's strict culture of safety.

### ***Republic's Safety Observation Program (ReSOP)***

This training process includes on route auditing (by a Supervisor) of drivers and routes through Republic's Safety Observation Program (ReSOP). ReSOP auditors use a detailed checklist and program for identifying compliance and non-compliance with a variety of driver and helper vehicle operation and collection operation policies and procedures, with corresponding corrective action steps and follow-up actions.

### ***Zero Tolerance Safety Policy***

Republic owes it to customers and employees to take a zero tolerance position with respect to certain company safety policies. In addition to standard disciplinary procedures or point policy enforcement of all safety rules listed in the company's Driver, Helper, & Equipment Operator Safety Guide, the Company has developed a list of specific safety violations that, when verified, will result in an employee's immediate termination for the first offense. While Republic and Republic's position may be stricter than some other solid waste companies when it comes to certain of the violations under its zero tolerance policy, Republic believes maintaining a zero tolerance stance will in the long term serve the best interests of customers and Republic employees on the whole.

### ***Safety Meetings***

Republic's Operations, Maintenance, and Risk Management departments each hold weekly and monthly safety meetings and Republic maintains a performance bonus program based upon safety records. The amount of the safety rewards are significant and have served to create a tremendous incentive for Republic employees to maintain the highest level of safety in the workplace.

Republic provides intensive safety training for all its employees to develop on-going awareness through a combination of annual training of all supervisory personnel and monthly meetings. Topics are developed based on previous accident situations, potential for an accident to occur, or subject matter required under OSHA regulation. Republic prepares well-developed sessions, provides appropriate translators to engage all employees, encourages open discussion and participation by all, and documents every session. Tailgate topics include, but are not limited to, the following:

<b>Safety Meeting Topics</b>		
Injury and illness prevention/safety rules	Drug and alcohol program	Lock out and tag out safety
Back injury prevention	Personal protective equipment	Slips, trips, and falls
Emergency response/fire safety	Employee right-to-know	Confined space entry
Exposure control plan	Hearing conservation safety	Workplace violence prevention

**Safety Recognition Program**

The Republic Services Safety Recognizing Excellence Program is designed to identify, recognize and reward safety-sensitive employees in the company who are dedicated to safety and excellence in their workplace. This program consists of two tiers that recognize and reward safety-sensitive employees who have excelled in key areas. Employee safety and excellence is measured on six criteria which include no preventable accidents, no lost time injuries, no safety warning letters, and perfect attendance. Annually each employee who qualifies is recognized and wins an award.

**Focus 6**

Republic’s Focus 6 program delivers employees guidance, tips, and techniques on how to prevent six types of accidents that can cause the greatest amount of human tragedy and suffering for Republic employees, their families, and the people Republic serves.

**Backing**

When a Republic Services vehicle is involved in an accident while in reverse or moving backwards, regardless of the location of the driver or helpers (e.g. in the cab or out of the cab).

### Intersections

When an accident occurs where the road surfaces of two or more roads meet (e.g. "T" & "4-way intersections). Intersections can be either controlled or uncontrolled and includes turning into and out of driveways and entrances.

### Rear Collisions

When a Republic Services vehicle impacts another vehicle (Republic Services or 3rd party) that is traveling in the same direction as a result of not being able to stop the vehicle in time.

### Rollover

When a Republic Services vehicle comes to rest with one or more of its wheels not having contact with the ground.

### Employee

When a Republic Services or Temporary employee is struck by ANY vehicle or equipment (Republic Services or 3rd party) during the course of their workday.

### Pedestrian

When a Republic Services vehicle strikes a person that is not within the confines of another motorized vehicle or building. This includes bicyclists as well as people on foot.

## **2.4 Summary**

Republic's financial strength, transparency, and our demonstrated success in implementing integrated waste management strategies brings tremendous reassurance to the City as it selects the partner for leaf collection and disposal.

The preferred methods of waste management are changing fundamentally, and although challenging, Republic Services embraces that challenge to think outside of the box in order to provide cost-effective and environmentally sensitive solutions that exceed expectations. Republic looks forward to the post-proposal process and partnering with the City in creating a world-class program for all Lexingtonians.



### SECTION 3: REQUESTED FORMS AND DOCUMENTATION

Originals for all signed documents are found in Appendix A3: Signed Forms.

#### 3.1 Submittal Affidavit



**Lexington-Fayette Urban County Government**  
Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: September 4, 2014

**INVITATION TO BID #145-2014**  
**Single Pass Loose Leaf Collection Services**

<b>Bid Opening Date:</b> September 23, 2014	<b>Bid Opening Time:</b> 2:00 PM
<b>Address:</b> 200 East Main Street, 3 <sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507	
<b>Type of Bid:</b> Price Contract	
<b>Pre Bid Meeting:</b> September 15, 2014	<b>Pre Bid Time:</b> 10:00 AM
<b>Address:</b> 125 Lisie Industrial Avenue, Lexington, KY 40511	

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **09/23/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing**  
**200 East Main Street, Room 338**  
**Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.


Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

Bid Security Required:  Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required:  Yes  No

<input checked="" type="checkbox"/> Bid Specifications Met	<b>Check One:</b> <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> 30 days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by: Republic Services of Kentucky, LLC  
*Firm Name*  
451 Conway Court  
*Address*  
Lexington, KY 40511  
*City, State & Zip*

**Bid must be signed:** *(original signature)*   
*Signature of Authorized Company Representative – Title*  
Maurice Nalley, General Manager  
*Representative's Name (Typed or printed)*  
859-509-1294      859-263-2601  
*Area Code - Phone -- Extension      Fax #*  
mnalley@republicservices.com  
*E-Mail Address*

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

### 3.2 Compliance Affidavit

**AFFIDAVIT**

Comes the Affiant, Maurice Nalley, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Maurice Nalley, General Manager and he/she is the individual submitting the bid or is the authorized representative of Republic Services of Kentucky, LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. [Signature]

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Maurice Nalley on this the 22 day of September, 2014.

My Commission expires: 457111 exp. 11/2/14

[Signature]  
NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

### 3.3 Green Procurement

#### I. GREEN PROCUREMENT

##### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

##### Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

##### B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

##### C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes  No


## 3.4 General Provisions Resolution

### GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.
6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid 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.

  
Signature

September 22, 2014  
Date

### ***3.5 Affirmative Action Plan Working for Republic Services***

Republic Services is an equal opportunity employer and we make all employment decisions without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, veteran status, genetic testing or any other classification protected by law.

#### ***Non-Discrimination Policy***

It is the aim and responsibility of Republic to maintain a fully qualified staff. Republic's policy is to give equal opportunity in employment, training, compensation, promotion, termination, and other company programs without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status, gender, sexual orientation. Employees are selected from qualified potential applicants based on ability, aptitude, education, experience, reliability, skill, training, and physical ability (with reasonable accommodations) to perform the job. Employment decisions shall comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationalization Act, and any other applicable state and federal laws and regulations. Discrimination or harassment will not be tolerated from any employee, including supervisors or managers, or from any outsider dealing with Republic. Employees are expected to report such incidents immediately.

#### ***Good Faith Efforts***

##### ***Procurement***

The only necessary equipment purchase for this project is the vacuum collection system. Republic Services was unable to identify any MWDBE qualified providers of this equipment.

Republic Services emailed Marylyn Clark, Minority Business Enterprise Liaison on September 15, 2014 requesting a list of certified MWDBE businesses specific to our project needs.

##### ***Pre-Bid Meeting***

Republic Services attended the pre-bid meeting on September 15, 2014.

Economic Inclusion Event Sponsorship

Republic Services was a Gold Level sponsor of the Economic Inclusion Events in 2014, and has committed to sponsoring the events in 2015.



**Winner's Circle  
Event and Program Sponsorship Contract**

**Sponsor**

Company Republic Services of Ky, LLC  
(Please list Company Name as it should appear on Sponsorship Materials)  
 Authorized Representative Angela Calvin  
 Title Sales Manager Address 451 Conway Court  
 City Lexington State KY Zip 40511  
 Phone 859-685-2725 E-mail ACalvin@RepublicServices.com

**Event**

Name of Event Opportunity Exchange  
 Sponsor Level:  Presenting Sponsor  Platinum Sponsor  Gold Sponsor  
 Silver Sponsor  Bronze Sponsor  Other \_\_\_\_\_  
 Additional Instructions \_\_\_\_\_ Amount \$ 1,000<sup>00</sup>

**Payment**

Invoice  Payment Enclosed Type of payment:  Check  Cash  Credit Card  
 Credit Card Number \_\_\_\_\_ Exp Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Sec. Code \_\_\_\_\_

**Contract Signature**

Signature Angela J. Calvin 10/25/13

*Please note that by signing above, you are entering into a contract with Commerce Lexington Inc, and are therefore obligated to fulfill the agreement on this page.*

**Sold By**

Volunteer's Name Cheryl Eaden  
 Team Ambassadors Date 10/25/2013

**Commerce Lexington Action**

Approved by \_\_\_\_\_ Date \_\_\_\_\_ Sold List \_\_\_\_\_  
 Responsible staff \_\_\_\_\_ Copied to \_\_\_\_\_  
 Invoice Number \_\_\_\_\_

Return Form To:  
 Commerce Lexington Attn: Winner's Circle, P.O. Box 1968, Lexington, KY 40588 Fax: (859) 233-3304

Statement of Good Faith Efforts

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 145-2014

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 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 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 of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.
- Provided the interested MWDBE firm 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 in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking our contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms 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.



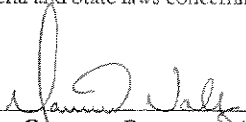


- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_\_\_\_\_ Bidder has to submit sound reasons 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 MWDBE firms 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 participation.

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. Documentation of Good Faith Efforts are to 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.

Republic Services of Kentucky, LLC  
Company

  
\_\_\_\_\_  
Company Representative

September 20, 2014  
Date

Maurice Nalley, General Manager  
Title

# MWEDBE Participation Form



## LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 145-2014

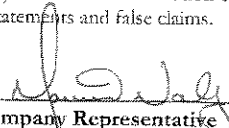
The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

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. None.	N/A	None.	N/A	N/A
2.				
3.				
4.				

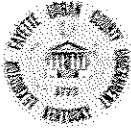
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Republic Services of Kentucky, LLC  
Company

September 22, 2014  
Date

  
\_\_\_\_\_  
Company Representative  
Maurice Nalley, General Manager  
Title

# MWDBE Quote Summary Form



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 145-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

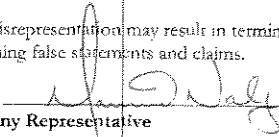
<b>Company Name</b> Republic Services of Kentucky, LLC	<b>Contact Person</b> Gregory M Butler, Municipal Relationship Manager
<b>Address/Phone/Email</b> 421 Conway Court, Lexington KY 40511 859-619-3851 (mobile) gbutler@republicservices.com	<b>Bid Package / Bid Date</b> #145-2014: Single Pass Loose Leaf Collection Systems

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
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(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.

Republic Services of Kentucky  
 Company  
 September 22, 2014  
 Date

  
 Company Representative  
 Maurice Nalley, General Manager  
 Title

## Workforce Analysis Form

### WORKFORCE ANALYSIS FORM

Name of Organization:

Republic Services

Date: 09 / 22 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
		Administrators	6	5	1						
Professionals	16	5	11							5	11
Superintendents											
Supervisors	7	7								7	
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	20	7	11				3			7	13
Skilled Craft	65	62		1		2				65	
Service/Maintenance	15	14		1						15	
<b>Total:</b>	<b>129</b>	<b>100</b>	<b>23</b>	<b>2</b>		<b>2</b>	<b>3</b>			<b>104</b>	<b>26</b>

Prepared by: Robin Hall, Human Resources Representative

**Name & Title**

### ***3.6 Performance Bond***

If selected, Republic Services will provide an executed performance bond to the Lexington-Fayette Urban County Government in the amount equal to the value of the contract.

### ***3.7 Risk Management***

Republic Services names LFUCG as an additional insured in the General Liability and Commercial Automobile Liability policies for multiple existing contracts between Republic and the City, including operation of the Bluegrass Waste Alliance Transfer Station and the transportation of leaf material from the Bluegrass Waste Alliance facility the Haley Pike facility.



**Evidence of Insurance**



**CERTIFICATE OF LIABILITY INSURANCE**

Page 1 of 2

DATE (MM/DD/YYYY)  
06/10/2014

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 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).


<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifiicateam@cmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Company of NA	43575
	INSURER C: ACE Fire Underwriters	20702
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 401036 REVISION NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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 type="checkbox"/> LOC			HDO G27335573	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H08827084	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B A C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48013715 - AOS WLR C48013727 - CAMA/QR SCF C48013739 - WI WCU C48013740 - OH XS TNS C47870082 - TX NS XS	06/30/2014 06/30/2014 06/30/2014 06/30/2014 06/30/2014	06/30/2016 06/30/2016 06/30/2015 06/30/2015 06/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Evidence of Coverage --- For use for Republic Services, Inc. and all its subsidiaries.

<b>CERTIFICATE HOLDER</b>  Evidence Only  United States	<b>CANCELLATION</b> 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 
---	--

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

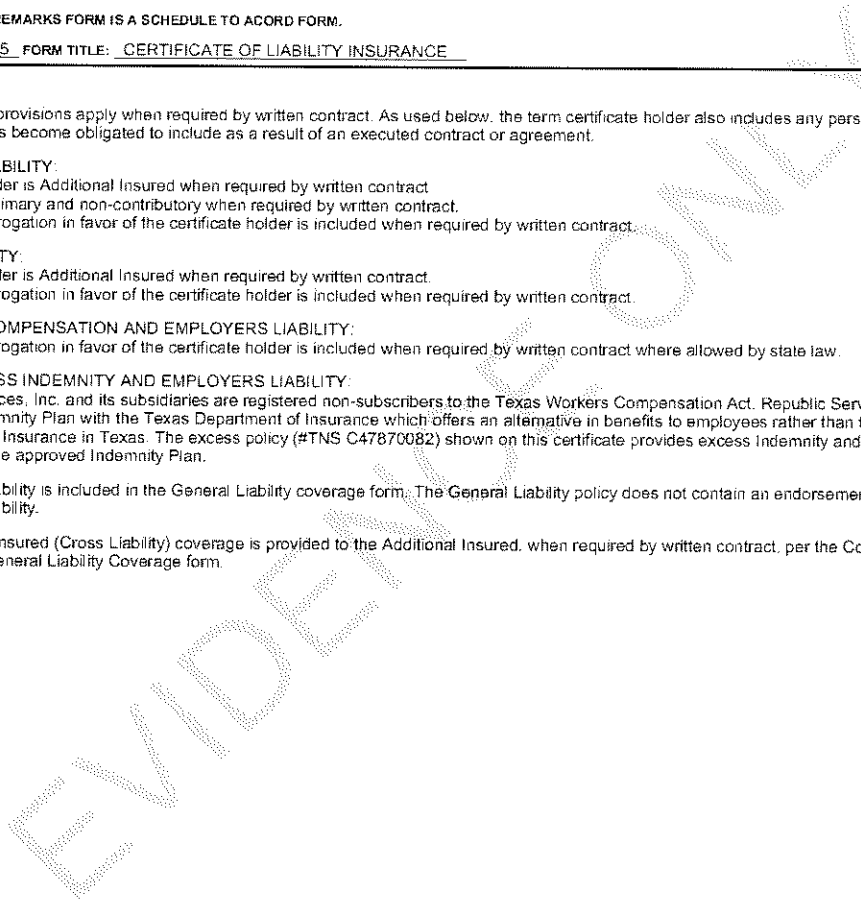
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C47870082) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.



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## **SECTION 4: OUR PROPOSAL**

### **4.1 Summary**

Republic's first and foremost goal is to provide exceptional service that exceeds the need and expectation of Lexingtonians; to that end Republic is committed to providing the most affordable, efficient, and safe leaf collection and disposal program feasible. As a result of our business model, we are able to guarantee that Republic Services will not:

- Provide any residential or commercial lawn cleanup services;
- Collect non-piled leaves or leaves located on private property; or
- Comingle leaf material with any other waste collected by Republic Services

Although a new service in our Lexington market, Republic Services Republic does provide dedicated yard waste collection services in several communities in Central Kentucky, including Danville, Harrodsburg, and Anderson County. Yard waste collection is generally limited to bagged grass clippings and leaves or bundled brush or limbs, weighing less than 50 pounds. Contact information is provided for each of these communities in [Section 6: References](#).

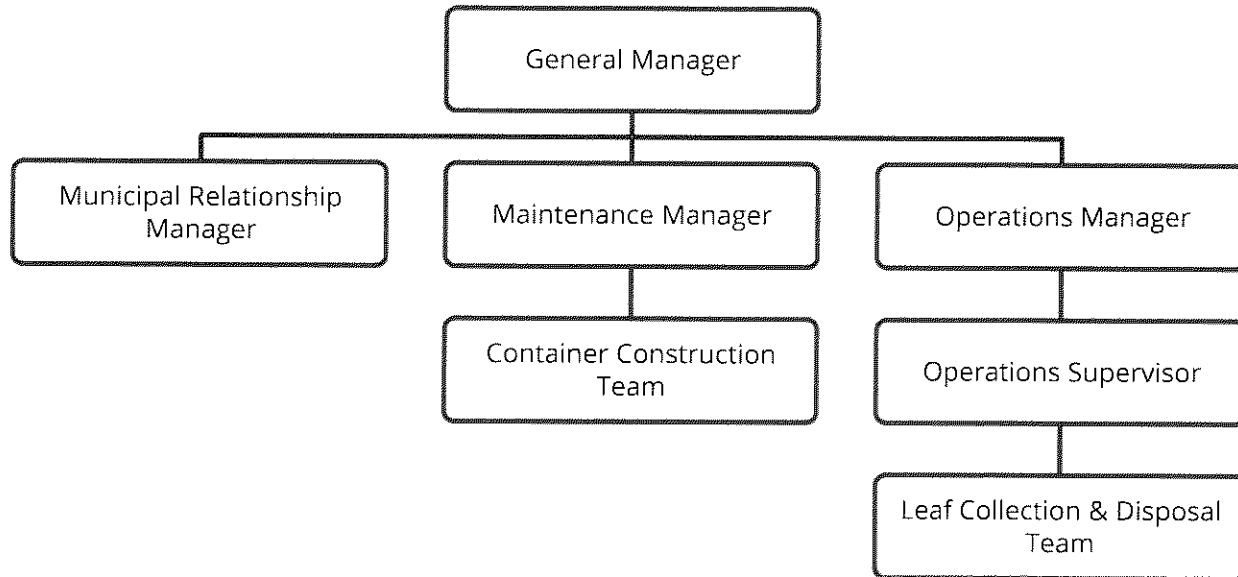
Republic has provided vacuum leaf collection for communities throughout the United States, including Charleston, South Carolina and Indianapolis, Indiana. Further, Republic's Lexington staff has experience in managing and performing vacuum leaf collection.

Republic Services proposes to dedicate one team to vacuum leaf collection, utilizing a modified 40-yard roll off container on a truck and a portable vacuum unit on a trailer. Due to the volume capacity of the roll off container, it is our contention that Republic can complete each of the sub-zones within 3 service days or less, and the entirety of Zone C within 12 service days.

Republic Services is able to commit to commencing service any time after October 17 with as little as three (3) business days' notice.

## 4.2 Service Plan Staffing

Following is an organizational chart illustrating the key personnel and duties for this project:



### General Manager

The General Manager is ultimately responsible for all of the activities performed by Republic Services of Kentucky.

### Municipal Relationship Manager

The Municipal Relationship Manager shall act as the liaison between Republic Services and LFUCG, and is responsible for communicating any and all directives, questions, and concerns from LFUCG to the appropriate Republic employee and assuring that all communications are addressed. The Municipal Relationship Manager shall also submit daily reports to LFUCG, , updated weekly collection schedules, as well as any proposed changes to the service plan.

### Operations Manager and Operations Supervisor

The Operations Manager and Operations Supervisor shall establish the routes, identify the leaf collection and disposal team members, and ensure that the team clearly understands the expectations for this project.

Maintenance Manager

The Maintenance Manager shall acquire all of the necessary equipment and direct the Container Construction Team to modify it as necessary. The Maintenance Manager is also responsible for ensuring that the equipment is properly maintained for the duration of the project.

Leaf Collection Team

The leaf collection team will consist of three members comprised of existing Republic Services employees. The team will include a driver, a vacuum operator, and a vacuum operator assistant. The same individuals will be assigned to the leaf collection team throughout the project.

Team members will rotate through the driver, operator, and operator assistant positions in order to mitigate for fatigue and carelessness.

The drivers will be certified Class-A driver's license holders as required by the Department of Transportation for the operation of a commercial vehicle with a trailer.

Container Construction Team

The container construction team will modify the equipment as necessary to ensure maximum efficiency of the vacuum collection system.

**Hours of Operation**

Republic Services will operate 12 hours per day, as per the requirements of the Invitation to Bid. Republic intends to operate Monday through Friday, unless circumstances (e.g. weather delays) require operation on a Saturday. In the event that Saturday operations are necessary, Republic Services will provide ample notification to Lexington.

<b>Daily Schedule</b>		
	End	Start
Vehicle and equipment safety check	7:15 am	7:30 am
Leaf Collection Service	7:30 am	6:30 pm
Final Disposal Trip	6:30 pm	7:00 pm
Clean and fuel vehicle and equipment	7:00 pm	7:15 pm

**Schedule**

Republic will work with LFUCG to develop an appropriate schedule for service.

### 4.3 Equipment Plan

Republic Services will use a vacuum trailer and truck system to collect leaves, assisted by a small pickup truck. It is the intention of Republic Services to utilize the same equipment for each zone awarded.

Republic’s experience with vacuum leaf collection in other markets, combined with the increased capacity of our proposed container, leads us to believe that we can accomplish our stated goal of 3 service days or less per sub-zone.

<b>Equipment</b>				
Item	ID#	Year	Make	Model
Portable Vacuum + Trailer	TBD	2014	Billy Goat	DL3500V
Roll Off Container	TBD	2014	Republic	40-yard
Industrial Collection Truck	#3034	2012	Peterbuilt	Heil 365
Pickup Truck	#0013	2006	Ford	F150

#### **Portable Vacuum and Trailer**

Republic Services proposes a new 2014-model Billy Goat Electric Start Debris Loader, mounted on a highway-class trailer. The vacuum features a 35 horsepower engine, 20-inch blades, and a 14-inch by 10-foot hose.

Republic has an agreement to purchase contingent on successful award of this contract, and has assurances that the equipment will be in Lexington and ready to operate by October 20, 2014.

#### **Roll Off Container**

Republic proposes to modify an existing 40-yard roll off container with a steel mesh screen on top and a hole in the back for the vacuum tube insertion.

Republic Services will paint the container specifically for this service, and offers to include LFUCG logos or any desired messaging on the container.

#### **Industrial Collection Truck**

Republic will use an existing industrial collection truck to haul the container and the vacuum system. The drivers of this vehicle will be Class A certified as required by DOT standards when operating a commercial vehicle and towing system.

### **Pickup Truck**

A pickup truck will be used to assist the team in various ways:

- Transport the third team member
- Store and transport 'Leaf Collection Ahead' signage, cones, and other safety equipment
- Tow the vacuum trailer while the truck and container go to the Bluegrass Waste Alliance facility for disposal

### **4.4 Safety Plan**

Republic Services is committed to providing the safest collection and disposal service possible and recognizes that effective management of worker safety and health protection is a decisive factor in reducing the extent, severity, and cost of work-related injuries and illnesses. A summary of Republic's programs dedicated to ensuring the health and safety of our employees and customers is in [Section 2.3 Health and Safety](#)

Republic proposes the following safety protocols for our leaf collection and disposal program:

#### **Personal Protective Equipment**

The following general requirements are made of all Republic Services employees, including those dedicated to leaf collection and disposal:

- The personal protective equipment must provide adequate protection against the particular hazard(s) for which they are designed;
- Personnel must wear long pants below the ankle, shirts with at least a 4-inch sleeve, and socks with their safety shoes.
- The personal protective equipment must be reasonably comfortable when worn under the designated or intended conditions;
- The personal protective equipment must be durable;
- The personal protective equipment must be easily cleanable;
- The limitations of the personal protective equipment must be known;
- Any hazards, which the personal protective equipment may pose, must be understood; and
- Inform personnel of the PPE requirements for each hazard.

### Eye and Face Protection

The requirement to wear eye protection is mandated for the purposes of leaf collection and disposal.

Eye and/or face protection (as required by 29 CFR 1910.133 Eye and Face Protection) will be worn whenever fine particles are produced by welding, grinding, sanding, chipping, power washing, sorting refuse, recyclables or other operations. Eye protection will also be issued and used during operations when dust, splash, or other hazards to the face and eyes are apparent or may be anticipated including applying tarp straps to roll-off containers. Refer to the Safe Actions for Excellence Handbook for guidance on wearing protective glasses. Safety glasses are required at all times in Republic maintenance facilities.

Persons who are required to wear eye protection and need corrective lenses are required to wear one of the following types of eye protection:

- Spectacles with protective lenses providing optical correction (ANSI Z87.1);
- Goggles worn over corrective spectacles or contacts without disturbing the adjustment of the spectacles;
- Goggles that incorporate corrective lenses mounted behind the protective lenses; or
- Prescription lenses, including safety lenses which are mounted in (non-ANSI Z87.1) dress frames are not appropriate protection. In such cases, an approved Z87.1 goggle must be worn over the corrective glasses when the job assignment requires eye protection.

Protective eye and face devices must comply with ANSI Z87.1 "American National Standard Practice for Occupational and Educational Eye and Face Protection," or be equally effective.

### Head Protection

The requirement to wear head protection is dependent on the results of the job/task specific hazard assessment.

All personnel are required to wear hardhats in areas where there are potential hazards from falling, swinging, or flying objects. Head protection is also available to provide protection from electric shock and burns. When selecting head protection, know if there are potential electrical hazards in the work area.

High-visibility lime-yellow hardhats are required to ensure the visibility of personnel. They must be worn by drivers/operators or other personnel(s) at the following locations when they are not protected by an enclosed cab:

- Landfill Operations;
- Material recovery facilities; and
- Transfer stations.

In addition, drivers or other personnel are required to wear hardhats when performing the following tasks;

- When front load or roll-off drivers use outside controls to empty loads;
- When roll-off drivers are manually tarping their loads;
- Commercial rear load drivers emptying six yards or larger containers; and
- All drivers entering the inside of a truck body.

Protective helmets must comply with ANSI Z89.1, "American National Standard for Personnel Protection - Protective Headwear for Industrial Workers - Requirements," or be equally effective.

#### Foot Protection

The requirement to wear foot protection is dependent on the results of the job/task specific hazard assessment.

Protective footwear should be worn when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where there may be electrical hazards.

Foot protection shall meet the minimum requirements at the following locations:

- Landfill - six-inch high top laced, leather safety work boot, with puncture resistant soles;
- Residential Drivers/Helpers - six-inch high top laced, leather safety work boot;
- Commercial Drivers - six-inch high top laced, steel toe, leather safety work boot;
- Maintenance Shop - six-inch high top laced, steel toe safety shoe; and
- Recycle Center Operating Personnel - six-inch high top laced, leather work boot with puncture resistant soles.

### Hand Protection

The requirement to wear hand protection is dependent on the results of the job/task specific hazard assessment.

Personnel whose hands are exposed to hazards must be provided hand protection as required by 29 CFR 1910.138. Personnel must wear hand protection when the following conditions may occur:

- Absorption of hazardous substances through the skin (i.e., using parts cleaner);
- Cuts/scrapes/abrasions (during residential collection, working with cables);
- Punctures (such as needlesticks); and
- Injury from extreme temperatures (hot or cold).

Gloves should fit comfortably and should be inspected before use. Glove size must be considered when purchasing gloves. Chemical protective gloves should be washed prior to removal. Gloves are replaced as needed due to normal wear or due to permeation, degradation or penetration of chemical materials.

### High Visibility Protection for Workers Exposed to Traffic

The requirement to wear protective clothing is dependent on the results of the job/task specific hazard assessment.

The outer most garments of all drivers, helpers, laborers (regular and temporary), operators, mechanics, and any personnel working in an area exposed to motor vehicles will be high visibility clothing that meets the ANSI 107-2004 class II standard. (Spotters in landfills, MRF's, and transfer stations must wear ANSI Class III).

Company authorized high visibility clothing and hardhats will be *lime-yellow* in color with safety triangle logo on the back of the vest and hardhat and have the Republic Services logo on the front of both.

ANSI Class II and III Compliant Options include:

- ANSI Class II and III compliant uniform shirts, jackets, raincoats, or sweatshirts;
- ANSI Class II and III compliant T-shirts; and
- ANSI Class II and III compliant safety vests worn on outside of regular uniforms.



Personnel exposed to vehicle traffic include, but are not limited to:

- All drivers and helpers working in residential, recycle, commercial and roll off (use Class II);
- Mechanics on road calls (use Class II);
- Supervisors or management on routes when out of their vehicle, or while performing facility/truck inspection in the yard (use Class II);
- Landfill equipment operators “in or out” of their equipment on the “working face” or anywhere they are exposed to any vehicle traffic (use Class II);
- Transfer station equipment operators “in or out” of their equipment on the transfer station floor or anywhere they are exposed to any vehicle traffic (use Class II); and
- Landfill, transfer station, and MRF spotters exposed to traffic (use Class III).

### ***Traffic Control Plan***

#### ***Signage***

Republic will place signage at significant intersections and neighborhood entrances to indicate that leaf collection is ongoing and that precaution is warranted.

#### ***Lighting***

A strobe light package installed on the truck, trailer, and the pickup truck will be ‘on’ during leaf collection and disposal. The Strobe Light Package is an LED pulsating system designed to draw other motorists and/or pedestrians attention to the truck. The system utilizes a series of strobe lights and designated patterns to provide 360° visibility.

#### ***Cones***

When appropriate, high visibility cones will be set to notify oncoming traffic that some of the roadway is blocked by the vacuum collection equipment for an extended duration.

## ***4.5 Reporting***

Republic recognizes that our responsibility as a service provider extends beyond collecting leaves and transporting them to the Bluegrass Waste Alliance facility for final disposal. Republic is also required to submit monthly, quarterly and annual reports to the Division of Waste Management, our Regional and Area offices, and to Lexington’s Division of Waste Management. Providing this data in a timely manner for every reporting period is essential to all parties in budgeting, planning facility improvements and expansions, and understanding future waste management needs.

Republic is proud to report that the Kentucky Division of Waste Management has never issued a Notice of Violation for failure to report the necessary data in a timely fashion at any of its Kentucky landfills.

Republic shall report the following information daily as required by the contract:

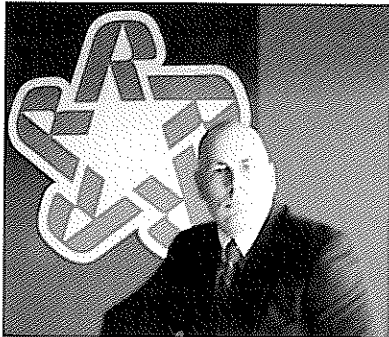
<b>Daily Reporting</b>		
Streets completed	Number of loads collected	Estimated volume per load
Estimated volume per day	Locations not serviced and explanation	Accidents or safety concerns

Republic is happy to work with LFUCG to identify any other data or information that can assist the city in planning for future solid waste management initiatives.

## SECTION 5: OUR TEAM

### 5.1 Management

#### **Maurice Nalley, General Manager**



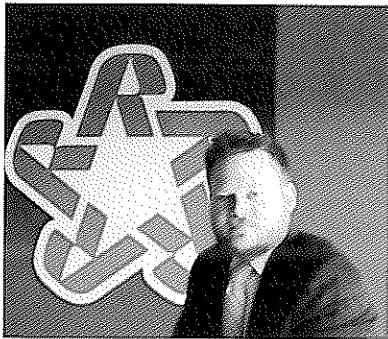
Maurice has seven years of experience in solid waste management with Republic Services. Prior to joining Republic Services, Maurice was a General Manager with Estes Express and served in the United States Army as Sniper assigned to the 3rd Ranger Battalion. Maurice and his family reside in Versailles, Kentucky. Maurice holds an MBA from the University of Louisville.

In his role as General Manager, Maurice is responsible for the Central Kentucky Market, including three hauling companies in Lexington, Frankfort and Danville, two landfills in Frankfort and Stanford, the oversight of the Bluegrass Waste Alliance Transfer Station and 128 employees. Maurice possesses the full spectrum of management experience, including employee training and supervision, transportation logistics and routing, policy and procedure development and compliance monitoring, safety practices, route management, customer service, equipment maintenance, sales and accounting.

#### Responsibilities

- Responsible for all operational requirements within the Central Kentucky Market including safety and compliance, financial performance and review, workforce effectiveness, workplace efficiencies and overall operational excellence.
- Working in a matrix management structure, Maurice is responsible for employee engagement and satisfaction, community and customer relations, governmental affairs, customer assurance and company image.
- Strategic 1-3 year outlook for the Central Kentucky Market. Specific items include:
  - Infrastructure development
  - Asset utilization
  - Capital deployment
  - Cash value creation (ROI)
- Lead all matters related to hauling and/or post-collection operations to ensure overall operations meet or exceed all federal, state and local requirements.
- Responsible for market analysis and planning, risk management and mitigation, pricing philosophy and revenue management, service offerings, strategic goals and targeted profitable growth.

***Gregory M Butler, Municipal Relationship Manager***



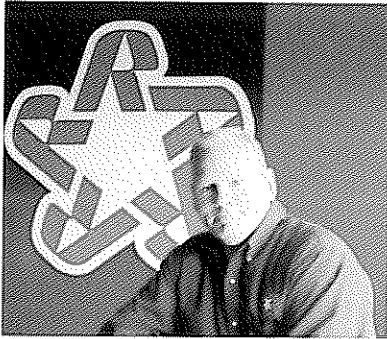
Gregory brings over ten years of governmental affairs experience to Republic Services, having worked with cities and counties throughout the United States on projects ranging from solid waste management, natural hazards mitigation and recovery, to sustainability planning. Gregory attended the College of Charleston and the University of Oregon's School of Planning, Public Policy & Management.

***Responsibilities***

- Works with key decision-makers with local government agencies throughout Central Kentucky Proactively to enhance the partnership and continuously bring value-added services to the franchise relationship.
- Facilitates the response process to requests for proposals, qualifications, and bids; while verifying that each proposal thoroughly addresses request specifications and the long-term goals of the project or community.
- Ensures that all approved contract terms and community expectations are met.
- Develops and implements comprehensive individualized strategies to achieve stated goals and objectives within each community's solid waste management plan.
- Conducts on-going on-site reviews to ensure that quality service is effectively delivered, documents deficiencies and recommends corrective action to operations team as appropriate.
- Coordinates with key decision-makers and operations management to identify and implement pragmatic solutions to customer service issues and community concerns.

## **5.2 Operations and Maintenance**

### **Ron Faulkner, Operations Manager**



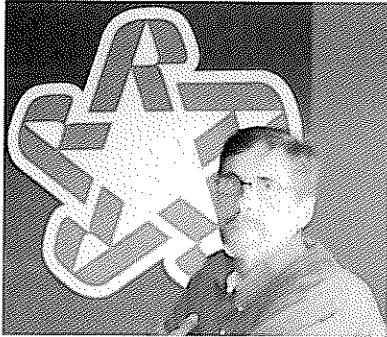
Ron joined Republic Services in 2007 and has almost 30 years of management experience within the transportation and solid waste industries. As the Operations Manager, Ron oversees the drivers, routes and daily collections throughout the market, including the Lexington, Danville and Frankfort offices.

Ron is responsible for building and maintaining relationships with elected officials and staff members in the communities Republic services. Ron holds a Bachelor's degree from Morehead State University.

#### Responsibilities

- Implements operating procedures and ensures Republic's excellence standards are met.
- Manages department staff, including hiring, training, performance management and safety issues/claims.
- Assures facility is operated consistent with conditions stipulated in permit.
- Responsible for the adherence to operating standards, the development of supervisory goals and objectives, and the management of labor hours and expenses.
- Evaluates the site and facility/processing requirements to develop and/or refine an operational plan for the facility.
- Plans and outlines the completion of facility projects and yard maintenance.
- Interacts with customers and local, state and federal government employees to resolve customer service concerns, and ensure regulatory compliance standards are met.
- Implements and maintains an effective loss control and safety program.
- Provides coaching and counseling for staff development. Trains supervisors to interpret and understand productivity and other line of business reports.
- Monitors and ensures compliance with safety, environmental, and equipment maintenance policies.

### ***David Haney, Maintenance Manager***



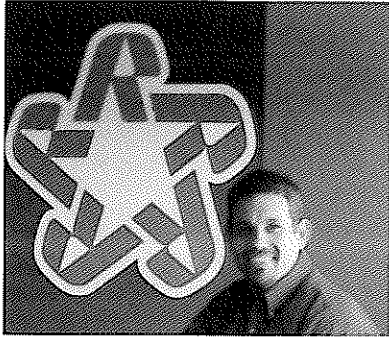
David came to Republic in 2005 as Operation Supervisor for the Lexington area Business Unit after 16 successful years of experience in the solid waste industry. David has extensive experience in maintenance management, construction management, health and safety, DOT and environmental compliance, performance management, budgeting and planning, and coaching and development, all of which support him in his role as Maintenance Manager for the maintenance department at three facilities.

David has specific direct experience in the design, construction, operations, and compliance for a multitude of solid waste facilities including transfer stations, and material recycling facilities.

#### **Responsibilities**

- Implements operating procedures and ensures Republic's excellence standards are met.
- Manages department staff, including hiring, training, performance management.
- Assures facilities and equipment are maintained and operated consistent with company policy and regulatory compliance.
- Responsible for the adherence to operating standards, the development of supervisory goals and objectives, and the management of labor hours and expenses.
- Ensures equipment is properly maintained and new equipment is obtained when needed.
- Provides coaching and counseling for staff development. Trains supervisors to interpret and understand DOT compliance and company guidelines for fleet compliance.
- Monitors and ensures compliance with safety, environmental, and equipment maintenance policies.
- Monitors and controls outside contractors.
- Reviews and/or conducts site audits.
- Plans and outlines the completion of facility projects, construction and yard maintenance.
- Manages the procurement process for all parts, materials and supplies for all local sites.

### ***Shannon Gilvin, Operations Supervisor***



Shannon started in the solid waste industry 18 years ago as a driver for the City of Lexington, and has been with Republic Services for the past 16 years.

In his current role as Operations Supervisor of the Lexington Division, Shannon is responsible delivering quality Customer Care along with safe and efficient services to our customers, and the daily supervision of a dispatcher, 16 drivers and 16 routes.

Shannon's number one priority is the safety of our customers and the general public. Shannon works diligently with the drivers to instill this same philosophy by focusing on the importance of excellent driving habits. Shannon's coverage area includes Fayette, Scott, Clark, Jessamine and Madison counties.

#### **Responsibilities**

- Responsible for customer relations, safety and the prevention of service delays and failures.
- Monitors routes for acceptable productivity and efficiency standards
- Adheres to budgeted requirements
- Routinely evaluates all service issues and collaborates with drivers and other managers to ensure we are as efficient as possible.
- Ensures all posted Service Standards are clearly communicated to our customers and employees and works to ensure that expectations are exceeded.

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## ***SECTION 6: REFERENCES***

Although a new service in our Lexington market, Republic Services has provided vacuum leaf collection for communities throughout the United States, including Charleston, South Carolina and Indianapolis, Indiana. Further, Republic's Lexington staff has experience in managing and performing vacuum leaf collection.

Republic does provide dedicated yard waste collection services in several communities in Central Kentucky, including:

- City of Danville
  - Donna Fechter, Boyle County Solid Waste Director
  - 1862 South Danville By-Pass
  - Danville, KY 40422
  - (859) 238-1116
- Anderson County, Kentucky
  - Judge-Executive Conway
  - 137 South Main Street
  - Lawrenceburg, KY 40342
  - (502) 839-3471
- City of Harrodsburg
  - Mayor Long
  - 208 South Main Street
  - Harrodsburg, KY 40330
  - 859- 734-7705

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## **APPENDICES**

### **A1. Awards & Honors**

Republic Services is recognized as a leader in the solid waste industry. Following are a sample of the awards and honors received by Republic Services and its employees in regards to safety, financial management, and innovative sustainability projects.

#### **2013**

##### *EIA Driver of the Year (2013):*

The Environmental Industry Associations named two Republic Services' drivers "Driver of the Year." Daniel Parker of Republic Services in Birmingham, Alabama received top honors in the large industrial category and Terrance Johnson of Republic Services in Baton Rouge, Louisiana won the large residential category.

##### *CIO of the Year 2013:*

Bill Halnon, Republic's SVP and CIO, was honored by the Phoenix Business Journal as one of the top CIOs in Phoenix.

#### **2012**

##### *US EPA LMOP 2012 Projects of the Year (2012):*

Republic's Hickory Ridge Landfill near Atlanta was honored as one of seven projects that generate renewable energy from a local source while also protecting the climate and strengthening the economy. Mas Energy developed a project that provided landfill gas to Coca-Cola's Atlanta Syrup Branch facility.

##### *Honor Award for Environmental Sustainability for the Hickory Ridge Landfill Solar Energy Cover (2012):*

The American Council of Engineering Companies gave Republic this prestigious distinction for exceptional engineering achievement.

##### *1st Place and Grand Award from the American Academy of Environmental Engineers (2012):*

The Phytoremediation project at the Gulf Pines Landfill (Mississippi) won the award for Engineering Excellence.

*EIA Driver of the Year (2012):*

The Environmental Industry Associations named three Republic Services' drivers "Driver of the Year." Mike Buczkowski of Republic Services in Erie, Michigan received top honors in the large residential category; Brett Popke of Allied Waste in Sandusky, Ohio won the large industrial category; and Jesus Pena of Republic Services of North Las Vegas, Nevada won the large commercial category.

*Top CEO and Top Investor Relations Professional (2012):*

Republic Services has achieved the top positions in the Institutional Investor All-American Executive Team in the Business, Education and Professional Services section within the capital goods/industrials category. Donald Slager ranked number one in Top CEOs and Edward Lang III ranked number one in Top Investor Relations Professionals categories.

**2011**

*EIA Driver of the Year (2011):*

The Environmental Industry Associations named two Republic Services' drivers "Driver of the Year." Danny McIntyre, Republic Services, Inc. in Nevada received top honors in the large commercial category; Keith Pilot, Republic Services of Southern Nevada, won the large residential category.

*Valley's Healthiest Employer (2011):*

Republic Services ranked 4th out of 18 mid-sized Phoenix-area companies. The Company was acknowledged for an exemplary health and wellness program and for innovative strategies for keeping its workforce healthy.

**2010**

*Environmental Business Journal "Business Achievement Award" (2010):*

Republic Services won a Business Achievement Award from the Environmental Business Journal for upgrading its Pacific Region Compost Facility in Corvallis, Oregon, to serve as the state's first food composting facility.

*Climate Change Business Journal "Business Achievement Award" (2010):*

The Climate Change Business Journal recognized Republic Services' investment in landfill gas projects and the expansion of its natural gas vehicle fleet.

*AFP Pinnacle Award (2010):*

The Association of Financial Professionals honored Republic Services with this award for its outstanding achievement in treasury and financial management throughout the integration of the Allied Waste merger.

SWANA Excellence Award (2010):

The Republic Services' Tessman Road Landfill solar energy project in San Antonio was given the 2010 Excellence Award by the Solid Waste Association of North America. The Excellence Awards program is committed to the recognition of technically and economically sound municipal solid waste management programs that are protective of public health and the environment.

EIA Driver of the Year (2010):

The Environmental Industry Associations named three Republic Services' drivers "Driver of the Year." Ken Aldrich, Republic Services of Illinois, received top honors in the large commercial category; Anthony Lucious, Republic Services of Southern Nevada, won the large residential category; and Rodney Poe, Republic Services of Indiana, won the large industrial category.

U.S. EPA LMOP Project of the Year (2010):

Three Republic Services' Landfill Gas-to-Energy projects won Landfill Methane Outreach Program Project of the Year awards. The U.S. Environmental Protection Agency-sponsored awards went to Ox Mountain Landfill in Half Moon Bay, California, Jefferson City Landfill in Jefferson City, Missouri, and Oak Grove Landfill in Winder, Georgia. Republic Services won three of eight awards given.

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## ***A2: Our Financial Stability***

Republic Services, Inc. and its affiliates are the second largest integrated waste management company in the United States and one of the strongest financially among the major publicly-held solid waste management companies in the nation, with annual revenue of approximately \$8.1 Billion and total assets of almost \$20 Billion.

The financial prospects for the Republic companies are very strong and indicate long-term stability based on the companies' assets and free cash flow. The Republic companies have the financial capabilities and more than sufficient working capital or access to sufficient working capital to fund or finance and perform the required work. Our strong financial base serves to lend more value.

### ***Credit Rating***

Republic has one of the highest credit ranking of the top ten largest waste services companies.

### ***Summary of Financial Data – Previous 5 years***

Republic Services, Inc. files consolidated tax returns on behalf of itself and all of its subsidiaries, including Republic Services of Kentucky, LLC. Republic's *Annual Reports*, including financial statements and *Form 10-Ks* for the past five years may be viewed and downloaded from <http://tinyurl.com/Republic-Financial>. These financial documents demonstrate the companies' substantial financial resources and stability, as well as the companies' ability to finance any future capital expenditures related to the operation or expansion of the Bluegrass Waste Alliance Transfer Station. These documents also include information about available working capital, annual revenue figures, total assets, net worth, and key financial ratios. This financial information is for Republic Services, Inc. and its subsidiaries, including the responding entity.

The following table includes five years' financial data.

<b>Summary 5-years of Financial Data (In millions)</b>					
	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>
<b>Revenue</b>	\$8,417.2	\$8,118.3	\$8,192.9	\$8,106.6	\$8,199.1
<b>Operating income</b>	\$1,210.3	\$1,320.6	\$1,552.7	\$1,539.1	\$1,589.8
<b>Net income</b>	\$588.9	\$571.8	\$589.2	\$506.5	\$495.0
<b>Total assets</b>	\$19,949.2	\$19,616.9	\$19,551.5	\$19,461.9	\$19,540.3
<b>Stockholders' equity</b>	\$7,906.1	\$7,705.7	\$7,683.4	\$7,848.9	\$7,567.1



***A3: Signed Forms***



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: September 4, 2014

## INVITATION TO BID #145-2014 Single Pass Loose Leaf Collection Services

**Bid Opening Date:** September 23, 2014

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** September 15, 2014

**Pre Bid Time:** 10:00 AM

**Address:** 125 Lisle Industrial Avenue, Lexington, KY 40511

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **09/23/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

Bid Security Required:  Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required:  Yes  No

<b>Check One:</b>		<b>Proposed Delivery:</b>
<input checked="" type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	30 ___ days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by: Republic Services of Kentucky, LLC

*Firm Name*

451 Conway Court

*Address*

Lexington, KY 40511

*City, State & Zip*

**Bid must be signed:**  
(original signature)

*Maurice Nalley - General Manager*  
**Signature of Authorized Company Representative – Title**

Maurice Nalley, General Manager

**Representative's Name (Typed or printed)**

859-509-1294                      859-263-2601

**Area Code - Phone – Extension                      Fax #**

mnalley@republicservices.com

**E-Mail Address**

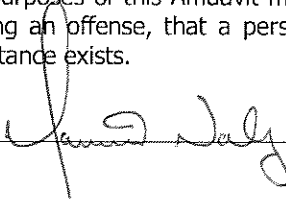
*The Affidavit in this bid must be completed before your firm can be considered for award of this contract.*

**AFFIDAVIT**

Comes the Affiant, Maurice Nalley, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Maurice Nalley, General Manager and he/she is the individual submitting the bid or is the authorized representative of Republic Services of Kentucky, LLC, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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.



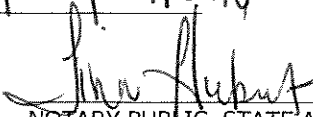
**STATE OF** Kentucky

**COUNTY OF** Fayette

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

by Maurice Nalley on this the 22 day of September, 2014.)

My Commission expires: 457111 exp. 11/2/14



NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Green Seal.org](http://www.Green Seal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

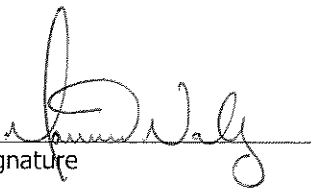
Yes   X              No

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.
6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid 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.

  
Signature

September 22, 2014  
Date



**LFUCG MWDBE PARTICIPATION FORM**

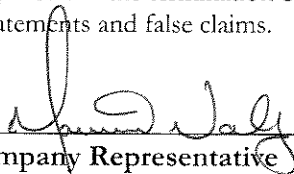
Bid/RFP/Quote Reference # 145-2014

The MWDBE 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.

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. None.	N/A	None.	N/A	N/A
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.

Republic Services of Kentucky, LLC  
Company

  
Company Representative

September 22, 2014  
Date

Maurice Nalley, General Manager  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 145-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Republic Services of Kentucky, LLC	Contact Person Gregory M Butler, Municipal Relationship Manager
Address/Phone/Email 421 Conway Court, Lexington KY 40511 859-619-3851 (mobile) gbutler@republicservices.com	Bid Package / Bid Date #145-2014: Single Pass Loose Leaf Collection Systems

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
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

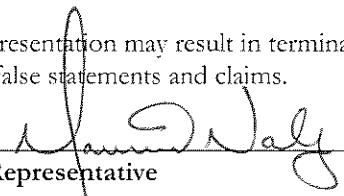
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Republic Services of Kentucky

Company

September 22, 2014

Date

  
\_\_\_\_\_

Company Representative

Maurice Nalley, General Manager

Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # 145-2014**

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 business enterprises on the project and can supply the appropriate documentation.

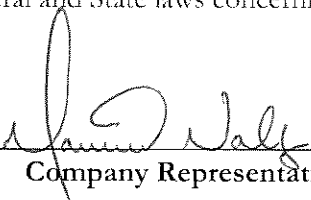
- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms 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 of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms 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 that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWBDE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 MWDBE firms 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 participation.

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. Documentation of Good Faith Efforts are to 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.

Republic Services of Kentucky, LLC  
Company

  
\_\_\_\_\_ Company Representative

September 20, 2014  
Date

Maurice Nalley, General Manager  
Title