



Proposal to:  
**Lexington-Fayette**  
**Urban County Government**  
BID NUMBER: #74-2015  
"Universal Refuse/Recycling Roll Carts"  
DUE: June 2, 2015 – 2:00 p.m.



Toter, LLC Proposal Contact:  
**Kellie Clark**  
Senior Manager, Bids & Contracts  
(800) 424-0422 ext. 257  
kclark@toter.com



May 29, 2015

Mr. Todd Slatin, Director  
Division of Central Purchasing  
Department of Finance and Administration  
200 East Main Street  
Lexington, KY 40507

REF: Toter Cover Letter – ITB #74-2015 – “Universal Refuse/Recycling Roll Carts”

Dear Mr. Slatin,

Toter, LLC appreciates the opportunity to provide a bid for this important Invitation to Bid. We are proud to utilize our patented Advanced Rotational Molding processes to manufacture “The World’s Toughest Cart” for the Government’s upcoming roll cart needs. Per our telephone conversation, the previous Solid Waste Manager’s preference for only injection molded carts excluded Toter from competing. We appreciate this new opportunity to compete.

Toter Carts are different – Rotationally Molded to become “stress free” – as tough, elastic carts with superior cold/harsh weather impact strength. You already are familiar with durable Rotationally Molded products used by LFUCG: Public Playground Equipment, Highway Safety Barriers, Chemical Tanks on Lawn Tractors, etc. These are products that cannot fail because of risk of injury to the public. Toter Carts are proven to last 15-20+ years (Injection molded carts are known to last 10 or fewer years). Toter Carts will be:

- ✓ **User Friendly** – for anyone handling them – Toter carts are much easier to tilt and roll than the carts LFUCG now uses.
- ✓ **Lower Total Cost of Ownership** – Toter carts over 20 years old are still in continuous service in Charlotte, Chicago, Detroit, Columbia and in many other cities similar to LFUCG. We can bring much more durable carts to your residents and improve their service satisfaction.
- ✓ **Cost Savings in Delivery** – Because only Toter Carts Nest one inside another when fully assembled, LFUCG crews can carry 3 times as many carts on each delivery trip.

**IT’S A WIN!** LFUCG can be proud to equip its residents with Toter Carts, carts that will reduce user complaints and increase citizen pride in LFUCG!

We would welcome the opportunity to meet with the Lexington-Fayette Urban County Government staff to discuss our Bid Proposal and how our differences from the competition exceed the specifications of the Government. Please feel free to contact me for such a meeting. Toter wishes the Government every success in the outcome of this Bid!

Sincerely,

A handwritten signature in black ink, appearing to read "Monte Clindaniel".

Monte Clindaniel  
Vice President of Municipal Sales  
Toter, LLC

Cell: 704-905.9180  
[mclindaniel@wastequip.com](mailto:mclindaniel@wastequip.com)



**Lexington-Fayette  
Urban County Government  
Proposal for BID NUMBER: #74-2015  
"Universal Refuse/Recycling Roll Carts"**

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Proposal for BID NUMBER: #74-2015  
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**INTRODUCTION**



## Fact Sheet

- Toter® introduced its first product, an automated curbside cart system, to North America in the late 1960s. Since then, the brand has grown to multiple plastic product lines — wheeled carts, stationary carts, front load containers, composters, tilt trucks and more. Today, Toter is the top selling cart brand utilized for the curbside collection of waste, recycling and organics.
- Recognized throughout the industry as The World's Toughest Carts™, Toter carts are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable carts.
- Toter operates manufacturing and distribution operations in Statesville, NC; Salt Lake City, Utah; Del Rio, Texas and Acuña, Coahuila, Mexico.
- Although the Toter product line is made throughout North America, consumer products sold through retail channels are primarily molded and manufactured in the U.S.A.
- Toter is a Wastequip® brand. Based in Charlotte, N.C., Wastequip employs more than 1,600 associates across 33 locations, including operations in the U.S., Canada, and Mexico.

### Statesville, North Carolina

- The Statesville facility opened in 1962 and serves as Toter's headquarters. With 110,000 square feet of manufacturing and distribution space, it employs 131 associates.

### Salt Lake City, Utah

- The Salt Lake City Toter facility, at 60,000 square feet, began production in July 2014. Through 2017, the manufacturer will bring nearly 70 new jobs to the Salt Lake City region.

### Del Rio, Texas

- The Del Rio facility opened in 2005. With 108,000 square feet of manufacturing and distribution space, it typically employs 80 associates.

### Ciudad Acuña, Mexico

- As Toter's largest facility, with 131,500 square feet, the Acuña facility employs about 560 people. It opened for business in 2000.

#### Toter Headquarters

PO Box 5338  
841 Meacham Road  
Statesville, NC  
800.424.0422  
704.872.8171

#### Salt Lake City Facility

1137 South 3800 West  
Salt Lake City, Utah 84104  
800.424.0422  
385.235.7449

#### Del Rio Facility

1661 Frontera Road  
Del Rio, Texas 78840  
800.424.0422  
830.775.3411

#### Ciudad Acuña Facility

Bldv Internacional Lote #15  
Parque Industrial Internacional  
Ciudad Acuña, Coahuila,  
Mexico CP-26269  
800.424.0422  
830.775.3411



## EXECUTIVE SUMMARY

Toter® is North America's leading provider of waste and recycling two-wheel curbside collection carts. Additional products include specialty collection carts for document management, electronic waste, organics, medical waste, and more. The combination of our Advanced Rotational Molding™ process and superior plastic resin ensures Toter carts meet the needs of local governments and private collectors. Toter also provides an unmatched lowest total cost of ownership, thanks to a proven 15 to 20-year service life. Toter is the cart of choice for national retailers such as The Home Depot, Lowes, Walmart, Ace Hardware, True Value Hardware, Do It Best Hardware, and Costco. Toter is the only fully integrated cart manufacturer with an internal production of carts, lids, and wheels.

Please consider the following information regarding the economic, environmental, and sustainability benefits offered by Toter EVR II Carts:

### **Advanced Rotational Molding – The Superior Process for Cart Molding:**

Toter's Advanced Rotational Molding process produces carts that are molded "stress free" by using medium-density polyethylene. These materials are tougher, are more elastic, and have greater cold-weather-impact strength than injection-molded materials.

Toters have a significantly higher environmental stress crack resistance than injection-molded carts for improved resistance to cracking under load, and a higher elongation at yield for increased flexibility (see enclosed Material & Process Summary). This means longer-lasting carts with virtually no cracking in fully automated service and a documented service life of 15-20 years. Competitors' injection-molded products are produced from non-elastic materials that become brittle after a few years. Injection-molded carts are known to have an annual breakage rate exceeding 5-9% in the latter years of a 10-year warranty. Toter carts have an average annual warranty rate that is less than 2/10th of 1%, and, in some cases, significantly lower than this.



### **Longer Service Life and Superior Sustainability:**

Toter's lower overall failure rate means fewer complaints, fewer service trips to the field, fewer carts replaced, and in turn, lower life cycle costs for the hauler or municipality. Also, because these materials are tougher, less material can be used to produce the carts – typically 3-5 fewer pounds per 96-gallon cart. The results are carts that are tougher, lighter, easier to maneuver, and more sustainable.

## Nestable Designs - Superior Productivity and Ergonomics:



Toter's 48, 64, and 96-gal EVR II carts are nestable/stackable when fully assembled. The carts are up to 400% more productive to transport during cart delivery and service operations than competitors', a potential savings of \$2 to \$3 per cart. Whether in congested urban applications or remote collection areas, EVR II carts will dramatically reduce delivery costs. Moreover, delivering fully assembled carts is safer for the delivery crew - no more looking for parts to assemble carts on the street.

Nestable EVR II carts will reduce delivery costs, reduce fuel usage, and contribute to a lower carbon footprint. As an added benefit, Nestable carts can be stored fully assembled; dramatically reducing inventory space requirements. The Nestable wheel recessed in the cart's wheel well is protected from automated gripper damage that plagues wheels that project from the cart.

### **EVR II Series Sizes & Exclusive Features:**

All Toter EVR II carts conform to ANSI Standards Z245.30 & Z245.60 for cart safety and compatibility. EVR II carts are manufactured in exact 24, 32, 48, 64, & 96-gallon sizes for rate equity in "Pay As You Throw" programs. Toter's innovative 48-gallon size cart is the ideal "half cart" for use by residents who cannot handle a 96-gallon cart. Toter also offers a 35-gallon cart option and 21-gallon carts for organics.

EVR II carts are easy to assemble and disassemble, and the lids can be removed without damaging the carts. All Toter EVR II carts use a common size 10" diameter wheel (except the 32-gallon cart), the same wheel retainer, lid hinge and fasteners, and stop bar. This significantly reduces parts inventory and simplifies cart maintenance compared to competitors' carts.

### **Reduced Attraction for Animals and Vectors:**

Toter carts are completely sealed from top to bottom, beginning with an innovative double-sealed lid fitted to the cart's rugged rim in order to contain odors. Our rotating, replaceable steel stop bar is mounted into sealed, molded-in journals, while our competitors drill stop bar holes through the cart, which can leak vermin-attracting liquids during dumping.

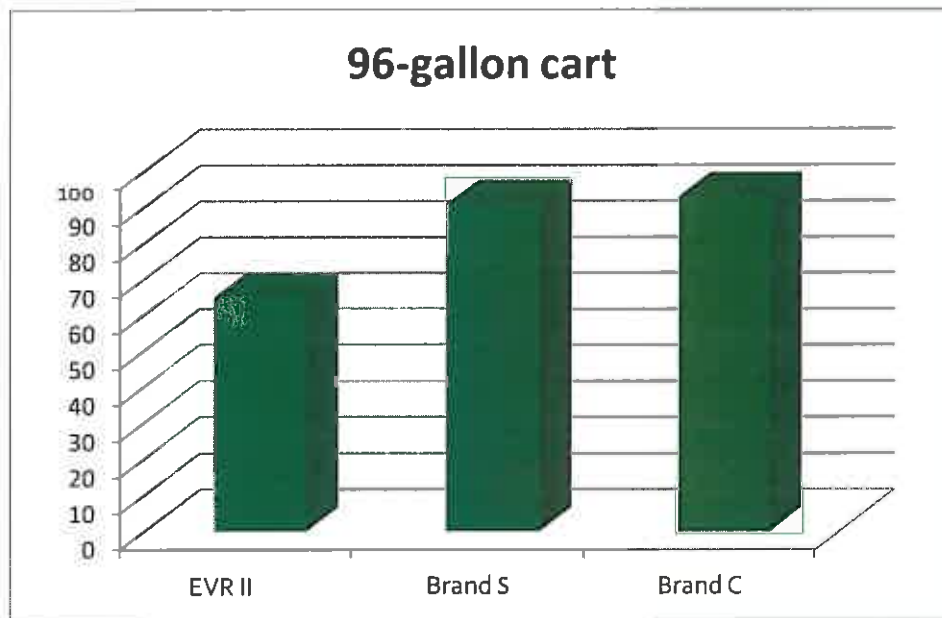
### **Granite Colors:**

Toter EVR II carts are available in beautiful granite colors. The upscale colors create a premium appearance for collection programs. Granite colors help to hide routine scratches and scuffs, and users say "those carts are/look recycled" - perfect for new recycling and refuse programs. Our nine (9) granite colors offer perfect matches for every locale and can help differentiate between various material streams being collected.



**Ergonomics:**

EVR II carts have superior tip-to-roll characteristics when fully loaded. EVR II carts can be up to 35% easier to move than competitors' products. This provides easier movement, increased safety, and convenience for collectors and residents.



Tip force requirement, in pounds, per ANSI data



# MATERIALS AND PROCESS SUMMARY SHEET

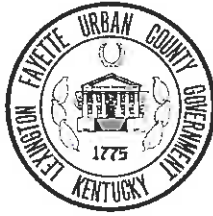
PROCESS	ROTATIONAL MOLDING	INJECTION MOLDING
<b>I. MOLDING CONDITIONS</b>		
Molding Pressure Built-In Stresses Wall Thickness Corner Thickness Outside Surface	0 Very Low Uniform Thick Textured for Better Gripping	10,000 – 20,000 psi Very High Uniform Uniform Glossy
<b>II. RESIN SPECIFICATION</b>		
<u>Resin Type</u> →  Density (g/cm <sup>3</sup> ) ESCR (Hrs) Impact Strength (lbs.) Elongation (%)	<u>MDPE</u>  0.939 - 0.944 500-1,000 Hours 55+ 700-1,000%	<u>HDPE</u>  0.945 - 0.968 6.6 – 45 Hours 45 12.6%+
<b>III. RESIN PERFORMANCE</b>		
Projected Life Expectancy  Recyclable Impact Resistance	15-20+ Years (Automated) Yes Good	7-10 Years (Automated) Yes Low

Source: National Resin Manufacturer's Data



**Lexington-Fayette  
Urban County Government  
Proposal for BID NUMBER: #74-2015  
"Universal Refuse/Recycling Roll Carts"**

**BID DOCUMENTS  
(Including Pricing)**



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **#74-2015**

Date: May 22, 2015

Subject: Universal Refuse/Recycling Roll Carts

Address inquiries to:  
Debra Bright  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

Please be advised of the following clarifications to the above referenced Bid:

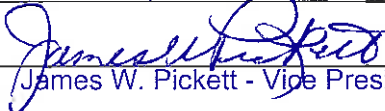
1. Bid due date has been extended to June 2, 2015 at 2:00PM.

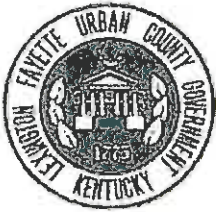
Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Toter, LLC

ADDRESS: 841 Meacham Road  
Statesville, NC 28677

SIGNATURE OF BIDDER:   
James W. Pickett - Vice President, Sales



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: May 18, 2015

## INVITATION TO BID #74-2015

### Universal Refuse/Recycling Roll Carts

**Bid Opening Date:** May 27, 2015 **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:** N/A **Pre Bid Time:** N/A  
**Address:** N/A

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 **5/27/2015**. 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: See Specifications

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 type="checkbox"/> Bid Specifications Met	<input checked="" type="checkbox"/> <b>Check One:</b> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> 20** 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by: Toter, LLC  
*Firm Name*  
841 Meacham Road  
*Address*  
Statesville, NC 28677  
*City, State & Zip*  
  
**Vice President, Sales**  
**Signature of Authorized Company Representative - Title**  
James W. Pickett  
*Representative's Name (Typed or printed)*  
800-424-0422, Ext 257 (Kellie Clark) 704-878-0734  
*Area Code - Phone - Extension Fax #*  
kclark@toter.com (Kellie Clark)  
*E-Mail Address*

\*\*Toter proposes this delivery timeframe after Toter's receipt of written Purchase Order, Order Confirmation, and Markings Approvals from LFUCG.

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


Please send correspondence, Purchase Order, inquiries, etc. to:  
KELLIE K. CLARK  
SR., MGR., BIDS/CONTRACTS  
TOTER, LLC  
(contact information to left)

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

**AFFIDAVIT**

Comes the Affiant, James W. Pickett, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is James W. Pickett and he/she is the individual submitting the bid or is the authorized representative of Toter, 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.   
James W. Pickett - Vice President, Sales

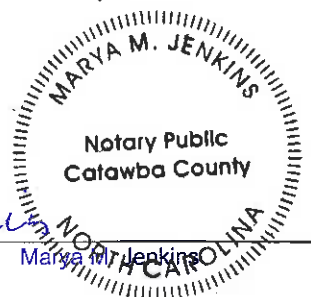
STATE OF NORTH CAROLINA

COUNTY OF IREDELL

The foregoing instrument was subscribed, sworn to and acknowledged before me by James W. Pickett on this the 26th day of May, 2015.

My Commission expires: 06-16-2016

  
NOTARY PUBLIC, STATE AT LARGE Marya M. Jenkins



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.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

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #74-2015 Universal Refuse/Recycling Roll Carts"**

and addressed to:            Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**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.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.



- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

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

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of Intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 360 days of the Procurement Contract. After 360 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
    - ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
    - ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

## **LFUCG Non-Appropriation Clause**

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

  
Signature James W. Pickett - Vice President - Sales

Toter, LLC  
Name of Business

## 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 James W. Pickett - Vice President, Sales

May 29 2015  
Date



**LFUCG**  
**Division of Solid Waste**  
**Request for Bid 74-2015**  
**UNIVERSAL REFUSE/RECYCLING ROLL CARTS**

**GENERAL DESCRIPTION:**

The mobile universal refuse containers shall be designed to contain the average solid waste or recycling material accumulated by a household in one week's time. The containers shall carry a warranty of not less than ten (10) years, during which time it will be generally maintenance free when properly used. The container shall be equipped with suitable wheels, lift bars, handle, and general design so that it can be maneuvered, lifted and dumped by semi-automated and fully automated lifting units.

There will be three different containers under contract. One will be green designated for landfill bound refuse, one will be blue designated for recyclable materials, and one will be gray for yard waste. Each will have hot stamp information specific to their use. There will be no mixed loads ordered.

**QUANTITY:**

The successful bidder shall provide approximately 10,000 containers in accordance with specifications over a 12-month period. Additional containers may be purchased if necessary.

**DIMENSIONS:**

The exterior dimensions (approximate) of the completely assembled container shall be as follows:

Height:	45"
Length/Depth:	35"
Width:	28 5/8

**WEIGHT:**

Weight of the completed assembled container shall be no lighter than 35 lbs. but no heavier than 45 lbs.

**COLOR:**

The container body and all plastic components shall be green, blue or gray.

### **CAPACITY:**

The container capacity shall be at least 95 gallons level full, excluding additional volume achieved by crowned lid in the closed position. The lid shall be crowned and not flat. The container shall be capable of accommodating a load weighing up to 200 lbs, exclusive of the weight of the container.

### **INTERIOR CONSTRUCTION:**

The interior surface shall be smooth and free of crevices, recesses, projections and other obstructions where refuse could become entrapped or entangled. The interior construction and shape shall assure the free flow of solid waste contents from the container when dumped. The body design must accommodate nesting (one cart into another) with wheels attached.

### **MOBILITY:**

The container shall be easy to wheel whether full or empty. The container shall be designed with foot-operated tilt feature designed into the axle area to facilitate ease of container tipping.

### **PLASTIC MANUFACTURING PROCESS AND MATERIALS:**

The containers and plastic container components shall be made from an injection-molded manufacturing process.

The container shall have a minimum wall thickness throughout the body of 0.170 inches. The container shall have a minimum wall thickness at the critical wear points of 0.185 inches (i.e., cart bottom handle, lift mechanism).

### **CONTAINER PICK UP POINTS:**

The container shall be equipped with pick up points to engage the container on the lifting device and dump the container's contents.

The semi-automated lifting area shall consist of 1" diameter steel at the lower attachment point. Molded in bars are **not** acceptable.

### **LID AND HINGE:**

The lid shall be designed to remain in the closed position when required, not opening during windy conditions and exposing the container's contents. Latches are not acceptable. The lid shall be designed to operate with one hand.

The container must maintain stability when the lid opened and rotated to the fully opened position. **Metal or exposed PVC pike used as a handle is unacceptable.**

### **WHEELS AND AXLE:**

Each container shall be equipped with an axle and two wheels. The wheels and axle shall be designed to provide the specified wind stability. The axle shall be groove mounted to maintain the waterproof nature of the container.

The wheels shall be made of a one-piece blow-molded plastic construction at least 10 inches in diameter and at least 1.75 inches wide and shall be full functional for supporting the specified maximum container weight. Wheel bearings shall be self-lubricated.

The axle shall be solid steel, minimum diameter of ¾ inches, and plated for corrosion resistance. Wheels shall be secured on the axle pins that fit through pre-drilled holes in the axle. Axle caps are not acceptable.

Wheel retainers shall provide for the secure attachment of the wheels and shall not be easily removed with ordinary tools.

The axle shall attach to the container body by an integrally molded assembly which encloses the axle 360 degrees. Nuts, bolts, and screw assemblies are not acceptable.

### **ULTRAVIOLET INHIBITORS:**

The container shall be stabilized against ultraviolet rays by an additive to the plastic resin of one-half (1/2) of 1% of U.V. 521 or equal.

### **MARKINGS:**

The government's name shall be permanently molded on the container.

The container shall have the following indications and contraindications into the lids in both English and Spanish:

**“DO:**            Rinse with hose occasionally. Keep lid on container.

**DO NOT:**      Place hot ashes, Charcoal or other hot material, paints, solvents  
or flammable liquids in Roll-A-Waste.

Leave on curb for extended period after collection.

Drag cart.

Place cart on the curb the night before collection day or no later than 5:00 a.m. on collection day to ensure service. Remove from curb by 7:00 p.m. Cart stays with address. Place with arrows toward resident. Do not overload or play in or around. Maximum capacity 200 lbs. Property of Lexington Fayette Urban County Government.”

The container lid shall also bear instructions directing the residents to face the back of the container toward the resident. A warning not to roll cart with lid open shall be clearly visible to the user when lid is open only.

In addition, three hot stamp areas must be provided:

- 1) On the top of the lid – minimum 3" x 14"
- 2) One on both side panels of the container – minimum 8" x 13"

**SERIAL NUMBERS:**

All containers shall have serial numbers hot-stamped in white on the side of the container body to facilitate and control distribution and record keepings. Serial number should start with manufacture year. Example: Year—14 123256789.

**DELIVERY AND DISTRIBUTION:**

The container will be delivered to one point. The containers shall be assembled except for wheels. Delivery of truckload quantities shall begin within 20 days of order.

The vendor must provide as the primary contact for scheduling deliveries, warranty claims and other necessary information, an employee who is located at the plant where the carts are manufactured and who has a supervisory role in the manufacturing process.

**SERVICE AND REPLACEMENT PARTS:**

The vendor must have a sales and service representative to respond by phone within 24 hours, and on site within 72 hours in case of significant manufacturing or maintenance problems. The bid submitted shall guarantee the continuous availability of parts over the 10-year period. A parts price list shall be submitted with the bid and these prices shall be guaranteed for a 1-year period from date of delivery.

Bidder shall provide, upon submittal of bid, a list of alternate suppliers with plan of action to fulfill this guarantee, should the bidder become insolvent during the 10-year period.

**ABRASION PROTECTION:**

Containers shall have a minimum bottom wall thickness of .185". In addition, containers shall be equipped with the following for protection against abrasion: Drag rails with a minimum thickness of ¼".

### **RECYCLABLE PLASTIC:**

Bidder shall attach an agreement to buy back resin from Lexington's existing carts as well as any carts purchased during the contract period, at the end of the useful life of the container. Price will be that for scrap polyethylene then in effect.

### **Percentage of Recycled Material:**

20% of the total plastic weight of the container body, brackets and lid must be made from post-consumer recycled plastic.

### **WARRANTY**

The container must be warranted from ten (10) years from date of delivery. Bidder shall include a copy of standard (full replacement) warranty.

Warranty must include the following provisions.

- It shall be the responsibility of the vendor to record serial number on failed carts.
- It shall be the responsibility of the vendor to remove any failed carts from the LFUCG storage area and provide verification of beneficial reuse/recycling on all carts claimed under the warranty agreement.

### **SUBCONTRACTING:**

Subcontracting manufacturing of cart body and cart lid **shall not** be acceptable.

### **PERFORMANCE TESTING:**

The manufacturing must have previously conducted a performance test with procedures equal to or greater than the following test procedures. The results shall be recorded and certified by an outside independent firm. Performance test documentation shall be submitted with bid.

The test procedures are as follows:

#### **A. Semi-Automated Lifter Life Cycle**

A roll cart will be loaded with 250 pounds. The cart will then be subjected to 520 simulated dump cycles. Each cycle will consist of having the cart lifted, rotated for unloading, replaced to the ground, and reloaded for the process to be repeated. For this test, failure will be defined as obvious visible damage that would prevent the cart from continuing to perform in its intended manner.

**B. Stability**

An empty roll out cart will be placed on a level platform. A wind flow of 25 miles per hour will be applied to the side of the cart, perpendicular to the cart for a 30-second duration. This procedure will be repeated for all 4 sides of the cart. Failure will be defined as the cart tipping over. Should the cart move during a test, the distance and direction of displacement will be recorded.

**C. Drop Test**

A roll cart will be loaded with 250 pounds of weight. The cart will be lifted to a height of 8 feet and dropped onto a concrete surface that the bottom of the cart strikes the concrete. The test will be repeated 5 times. The test will then be repeated 5 more times at a height of 12 feet.

**D. Bottom Wear**

A roll cart will be loaded with 100 pounds of water. A strap will be secured around the cart 15 inches from the bottom which will be used to pull the cart for a distance of 400 feet. The cart will be pulled across an asphalt surface at a speed not to exceed 5 miles per hour. After the pulling procedure, visible observation will be made to check for leaks. Failure for this test will be defined as damage that will cause the cart to leak. Thickness of the bottom will be measured before and after the test is conducted.

**F. Lid/Hinge Pin Life Cycle Test**

The lid will be manually opened and closed for 4,160 cycles. Obvious visible damage or wear will be recorded.

The vendor must supply names and contacts of five municipalities that have each used at least 6,000 units of the specific cart model submitted in the bid for a period of at least three years.

**Price per Cart (includes delivery)**

\$ 43.99\*

**\*\* TOTER NOTES TO PRICING**

- Pricing is based on orders placed in truckload quantities of carts, in accordance with LFUCG's Specifications Items, "GENERAL DESCRIPTION" and "QUANTITY".
- Price includes County's specified cart features and freight. **Price also includes a SAVINGS of approximately \$900.00 of hot stamp die fees, which are WAIVED for LFUCG.**
- Toter offers our solid and Special Granite body colors (with solid color lid) at no additional charge for Granites, a **SAVINGS OF \$1.00 PER CART**. All Toter available colors are presented as color chips in our response package.
- Payment Terms: Net 30 days.
- Taxes - Price does not include applicable taxes.



## VARIATIONS AND ITEMS EXCEEDING SPECIFICATIONS to the Lexington-Fayette Urban County Government Bid Number #74-2015 for "Universal Refuse/Recycling Roll Carts"

*Toter's containers meet or exceed all of ANSI Z245.30-2008 and ANSI Z245.60-2008 Standards<sup>(2)</sup> including the maximum allowable load rating.*

*Our carts have a 15-20+ year proven life and 10-year non-prorated warranty.*

*Toter cart failures occur at a rate of less than 2 tenths of 1% per year.*

**BECAUSE WE MAKE OUR CARTS VIA ROTATIONAL MOLDING, THE FEATURES OF OUR PRODUCT VARY FROM THOSE OF INJECTION MOLDED CARTS AS FOLLOWS:**

1. **CLARIFICATION: Specification "Color"** – please note that cart wheels and lid hinges are Black. All other plastic components to be Green, Blue or Gray. All cart manufacturers use Black wheels and minor components on carts.
2. **Specification "PLASTIC MANUFACTURING PROCESS AND MATERIALS"** – requires carts to be manufactured using the injection molded manufacturing process. Also, specific wall thicknesses are required (see also "ABRASION PROTECTION" regarding minimum bottom wall thickness". Toter's linear medium density polyethylene resin (MDPE) used in our Advanced Rotational Molding™ is a more flexible, impact resistant resin, yielding a cart with an increased life expectancy, **EXCEEDING SPECIFICATIONS**. High-density polyethylene resin (HDPE), commonly used in conjunction with the injection molding process, is rigid and oftentimes brittle. The photo shows the excellent flexibility and memory of the resin used in Toter carts. **Our carts do not break – "they bounce back!" Toter carts have a lifespan of 15+ years, with a full 10-year non-prorated confidently provided to customers.**



Also, in order to compensate for a weaker cart, many manufacturers create a thicker product, with the assumption that a "thicker cart" is indeed a "stronger cart". The tradeoff is a heavy cart that requires a user to jack the cart back with his foot. Toter's use of medium density polyethylene resin, with superior impact properties (Elongation at Yield and Environmental Stress Crack Resistance), produces a cart with the best of both worlds: flexible enough to



endure the rigors of automated waste collection AND 33% to 50% easier for your residents to tilt. Our 96 gallon cart bid herein has a nominal wall thickness of 0.172", only slightly less than the required thicknesses. The bottom of carts and other critical wear points are thicker points on our carts. Again, we confidently back our product with a 10 year warranty. We have included our bottom wear test in this bid submission to the Government also.

3. **Specification "WHEELS AND AXLE"** – requires groove mounted axles. Toter cart axles are journal mounted with a complete journal bearing and EXCEED the Government's specification for a groove mounted axle. Journal mounting with a journal bearing improves the bearings stability with low friction, low wear and maintains the waterproof nature of the cart.
4. **Specification "WHEELS AND AXLE"** – requires 3/4" diameter axles. Toter axles EXCEED this specification. The standard axle in U.S. carts has been 5/8" diameter solid steel for over 30 years. The ultimate yield strength of a Toter 5/8" axle is 2,000+ pounds, six (6) times the load rating of the cart!
5. **Specification "MARKINGS"** – requires a hot stamp on the top of the lid with dimensions of minimum 3" x 14". Every manufacturer has designed carts with different spaces for markings, with differing dimensions for those spaces. Our available hot stamp spaces on 96 gallon cart lids is 3.625" high x 9.875" wide.
6. **Specification "WARRANTY"** – requires the vendor to record serial numbers on failed carts. Toter's 10 year non-prorated warranty is easy and convenient to use, with customers required to send in serial numbers and photos of cart issues for warranty claims.

**NOTE: (1)** Beginning in 1994, the U.S. Municipal Solid Waste Industry and national municipal organizations, including the Solid Waste Association of North America (SWANA) the National Solid Waste Management Association (NSWMA) and the American Public Works Association (APWA), have focused on USER SAFETY of rollout carts. To ensure user safety, municipalities have required product conformance with American National Standards Institute (ANSI standards Z245.30-2008 Waste Containers – Safety, and Z245.60-2008 Waste Containers – Compatibility Dimensions). ANSI conformance affords this user safety as well as significant liability protection for the municipality.

**TOTER, LLC**

**General Information**

**Organization Number** 0770165  
**Name** TOTER, LLC  
**Profit or Non-Profit** P - Profit  
**Company Type** FLC - Foreign Limited Liability Company  
**Status** A - Active  
**Standing** G - Good  
**State** NC  
**File Date** 8/27/2010  
**Authority Date** 8/27/2010  
**Last Annual Report** 6/6/2014  
**Principal Office** 6525 MORRISON BOULEVARD  
 SUITE 300  
 CHARLOTTE, NC 28211  
**Registered Agent** CSC-LAWYERS INCORPORATING SERVICE COMPANY  
 421 WEST MAIN STREET  
 FRANKFORT, KY 40601

**Current Officers**

Member [WASTEQUIP LLC](#)

**Individuals / Entities listed at time of formation**

**Images available online**

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

<a href="#">Principal Office Address Change</a>	6/6/2014 1:08:04 PM	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	6/6/2014	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	6/28/2013	1 page	<a href="#">PDF</a>	
<a href="#">Amendment</a>	7/30/2012	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	2/17/2012	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	7/14/2011	1 page	<a href="#">PDF</a>	
<a href="#">Application for Certificate of Authority(Corp)</a>	8/27/2010	3 pages	<a href="#">tiff</a>	<a href="#">PDF</a>

**Assumed Names**

**Activity History**

Filing	File Date	Effective Date	Org. Referenced
Annual report	6/6/2014 1:09:14 PM	6/6/2014 1:09:14 PM	
Principal office change	6/6/2014 1:08:04 PM	6/6/2014 1:08:04 PM	
Annual report			

	6/28/2013	6/28/2013	
	8:19:53 PM	8:19:53 PM	
Amendment - Change name	7/30/2012	7/30/2012	<u>TOTER, INC.</u>
	12:38:03 PM		

**Microfilmed Images**



**Lexington-Fayette  
Urban County Government  
Proposal for BID NUMBER: #74-2015  
"Universal Refuse/Recycling Roll Carts"**

## **PRODUCT INFORMATION**



## **TOTER® EVR™ II UNIVERSAL/NESTABLE MODEL #79296 PRODUCT SPECIFICATIONS**

### **MATERIAL/PROCESS:**

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Green, Blue and Gray carts may be manufactured using up to 20% recycled resin, subject to availability of acceptable recycled resin materials at time of production, based on color of cart and preference of customer.

### **CART LID:**

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270° with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

### **LID MARKINGS:**

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish. Custom marking hot stamped onto lid in White to show intended use of cart. Additional custom marking available on lid.

### **CART BODY:**

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection. Container body is completely sealed without any open areas.

Stop bar is 1.0" diameter; zinc plated steel tubing and is factory installed. Stop bar rotates 360° inside molded plastic journals in the cart body during cart pickup to prevent bar damage.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

Wheels are 10" X 1.75" (nominal), blow molded wheels with knobby tread, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with cotter pins and washers.

**BODY MARKINGS:**

Sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body, including the year of manufacture encoded and considering the number sequence from the Government. Manufacturers name/code molded into the side. Custom marking hot stamped onto both sides of cart body in White.

**NESTABILITY:**

Nestable design allows FULLY ASSEMBLED carts to be stacked one inside another for storage and delivery efficiency and cost savings.

**COLOR:**

Ultraviolet stabilized, non-fading standard colors – Green for Refuse, Blue for Recyclables and Gray for Yard Waste. Black or Brown colors are also available. Special granite colors for body (solid standard color lid) are also available for no additional charge - Sandstone, Brownstone, Graystone, Dark Gray Granite, Bluestone, Navy Granite, Greenstone, Toter Green Granite and Blackstone.

**DIMENSIONS:**

Length: 35.50"  
Width: 29.75" Fits through gates and doors.  
Height: 43.50"

**CAPACITY:**

Volume 96.36 US Gallons, body of container only.

**FINISHED WEIGHT:**

Fully Assembled – 35.2 pounds.

**LOAD RATING:**

335 pounds - Conforms with ANSI Standard Z245.30 which limits maximum load rating to 3.5 pounds per gallon.

**WARRANTY:**

Container body, lid, wheels, axle, and all other parts are covered by a ten (10) year warranty.



**STEVE L. KNIGHT, PE**  
1507 MT. VERNON AVE  
STATESVILLE, NC 28677  
PHONE (704) 878-2996  
FAX (704) 878-8887

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June 6, 2008

Ms. Kellie Clarke  
Toter, Inc.  
841 Meacham Road  
Statesville, NC 28677

***RE: Cart Testing ANSI Review***

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE







**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART BODY  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix A

**RESULTS:** Passed

### **COMMENTS**

The volume contained in the body is 96.36 gallons.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L Knight*  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

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## **CERTIFICATION OF SLOPE STABILITY TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

**RESULTS:** Passed

### **COMMENTS**

The cart remained stable in all four directions.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

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## **CERTIFICATION OF DURABILITY DURING PULLING**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

**RESULTS:** Passed

### **COMMENTS**

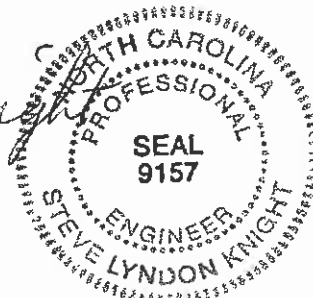
The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 13, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

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## **CERTIFICATION OF LOADING AND UNLOADING TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed (semi-automated dumping)

### **COMMENTS**

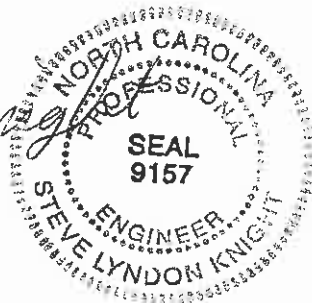
A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF LOADING AND UNLOADING TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed (automated dumping)

### **COMMENTS**

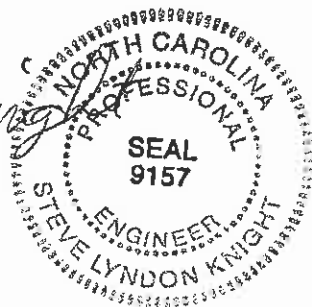
An automated cart dumper was used to dump the cart with a load of 335 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed

### **COMMENTS**

The average height of the handle was 33 1/8" above the ground at its center of balance position.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*

Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF FORCE TO TIP TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed

### **COMMENTS**

The cart was tipped toward the point of balance with an average force of 67.6 pounds.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*  
Steve L. Knight, PE



# TESTING REPORT

DATE: 15 August 2002  
SUBJECT: Trash carts  
PRODUCT IDENTIFICATION: Toter EVR-II, 96 gallon

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

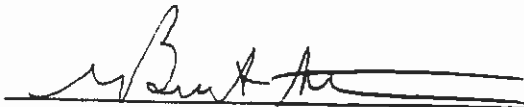
MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

## TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening -- front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer in front of the cart and a few inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest wind velocity achieved is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

## TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	43 mph	46 mph	50 mph

  
A. Brent Strong  
Professor, Manufacturing Engineering Technology  
Brigham Young University, Provo, UT 84602





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF LOW TEMPERATURE DROP IMPACT TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL CART  
PART NO. 79296**

### **TEST METHOD**

A cart, filled with 335 pounds of weight, was placed in a cold storage facility, which was at a temperature below -20° F, for a 24-hour period. At the end of the 24 hour period and while still in the cold chamber, the cart was elevated fifteen feet above the floor as measured from the bottom of the cart and allowed to free fall to the concrete floor.

After the cart was dropped, it was removed from the cold chamber and the weights were removed. The cart was then visually inspected for any cracks and functionality.

**RESULTS:** Passed

### **COMMENTS**

No cracking of the cart was found. The cart was rolled over 50 yards with the full load to check for functionality.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on July 25, 2006 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

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STATESVILLE, NC 28677

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**CERTIFICATION OF DROP TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL CART  
PART NO. 79296**

**TEST METHOD**

A cart was loaded with 335 pounds of weight. The bottom of the cart was lifted to a height of 8 feet with the cart's bottom parallel to the ground and dropped onto a concrete surface.

**RESULTS:**

No pass/fail criteria was provided.

**COMMENTS**

The axle was very slightly bent and no other damage was noted. The cart remained fully functional.

**CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on January 28, 2004 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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**CERTIFICATION OF LID/HINGE LIFT CYCLE TEST**

**TOTER 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

**TEST METHOD**

Manual opening and closing of cart lid. Lid was allowed to free fall to fully open position after lid was manually lifted past the 90 degree position. The lid was opened and closed for 4160 cycles.

**RESULTS**

Passed

**COMMENTS**

No physical damage to cart, lid, or hinge was found. The cart did not overturn during testing. The cart remained fully functional.

**CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed from February 18, 2003 through February 26, 2003 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L Knight*  
Steve L. Knight, PE





## TOTER SUSTAINABILITY AND GREEN INITIATIVES

As the leader in rollout waste and recycling containers for over 30 years, Toter has responded to the need for sustainable products expressed by our hundreds of municipal customers. At the same time, we have adopted significant green initiatives in our manufacturing and logistics operations.

Toter Products are the most sustainable because:

- Rotationally Molded Toter Carts with higher strength Medium Density Polyethylene (MDPE) have a superior strength to weight ratio that requires less plastic. Toter's annual sales save Toter customers approximately 12 million pounds of unnecessary plastic consumption for competitors' carts.
- Toter has engineered a superior solid steel axle for Toter Carts that saves our customers approximately 4.2 million pounds of unnecessary steel consumption annually for competitors' larger diameter carts.
- Toter Carts can be manufactured with up to 50% Recycled Polyethylene, depending upon the cart color.
- Toter steel components contain 80% to 100% recycled steel, thereby saving over 3 million pounds of unnecessary primary steel processing each year.
- Toter Carts are designed for better truck fill, thereby reducing fuel consumption per cart delivered by up to 33% compared to competitors' carts.
- Toter's Nestable Design (carts stack one inside another when fully assembled) allows our customers to deliver 2 to 3 times more Toter Carts per delivery trip compared to other brands, thereby reducing fuel consumption and emissions.
- Compared to the ten (10) year service life of other cart brands, Toter's fifteen (15) to twenty (20) year service life reduces raw material usage per year of service by 25% to 50%.
- Toter's innovative "Granite" colors reinforce the recycling message with the public who equate our multi-color finishes as "the recycled carts."

Toter has instituted important green initiatives in our plants and logistics:

- Toter recycles carts and bins that have been removed from service.
- New shipping plans have eliminated all corrugated boxes. Carts are shipped fully assembled with the exception of components inside the cart.
- By locating component manufacturing as close as possible to our cart molding operation, over the road shipping, fuel consumption and emissions have been reduced significantly.
- Reduced shipping distance makes the use of reusable packaging possible, thereby reducing the use of disposable packaging materials.
- Any and all inbound disposable packaging is recycled.
- Toter recycles the cooling water used in its rotational molding manufacturing.



## CREDIT FOR RETIRED CARTS AND BINS!

### RECYCLING CARTS AND BINS THAT HAVE SERVED THEIR USEFUL LIFE

Toter, LLC has noted the City's effort to replace roll carts/bins that have served their useful life. We would be pleased to work with the City to ensure a safe, economical, and environmentally friendly procedure to recover a valuable resource and to reduce landfill cost and volume.

Toter will arrange for the pick-up of rotational, and injection (no cross-link) molded containers/bins that are at the end of their useful life - non-blow molded materials, and Toter carts not currently under their warranty period. This purchase price for resin will reflect the **per pound rate based on the current market price of resin and the freight to transport the carts**. Each credit earned will be valid for the City's next purchase of new Toter containers or will be paid to the City by check.

Materials must be cleaned and all hardware and accessories removed prior to pick up. (The Galvanized Steel axle and stop bar are readily recyclable through local steel scrap processors.) Containers must also be nested and stacked to a maximum stack height of 96 inches, with wheels left on bottom containers for better maneuverability of stacks.

The City can contact Sandra Lopez (830-775-3411, Ext. 214), to arrange to discuss the aspects of this program, and to make arrangements for containers to be picked up. The minimum quantity per pick up is a truckload (usually minimum 400-500 carts). The City is responsible for loading containers at time of pick up.



**Lexington-Fayette  
Urban County Government  
Proposal for BID NUMBER: #74-2015  
"Universal Refuse/Recycling Roll Carts"**

**WARRANTY**



Original Purchaser: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

**MANUFACTURER'S DIRECT WARRANTY**  
**Toter® Container**

Toter, LLC (Toter) warrants its Container Body (molded plastic) to the original purchaser, listed above, to be free of operational defects in material and workmanship under normal use and service for a period of ten years from the Date of Purchase. Container components (lids, wheels, axle, and fasteners) are warranted under the same stated conditions for a period of ten years from the Date of Purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective under this warranty. Toter retains the right to inspect components submitted for warranty to confirm that their failure is covered by this warranty. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Replaced parts may, in Toter's discretion, be similar to or identical to original defective parts. Toter limits specialty color lid replacements to 10% of the original ordered amount, the remaining replacement lids shall be of a standard color, subject to Toter's discretion. Repair, replacement or a limited-use credit are the sole remedies available under this warranty. The applicability and scope of any remedy is in Toter's discretion. This warranty is non-transferrable, and customer assumes all risk and liability for freight, handling, use, storage or application of the Container. Customer is responsible for freight charges.

Toter shall be promptly notified of any failures under warranty in order that such failures may be inspected. If Purchaser and Toter disagree regarding the reason for failure, then they shall select a technically competent party skilled in the use and fabrication of the materials involved and shall ask for determination on the source of the failure. The determination shall be binding on both parties. This third party procedure shall not be used for isolated, one-time failures, but only in the event a major failure trend develops. Expenses of third party determination shall be borne by the party that is determined to be liable for the replacement.

Specifically excluded from this warranty are freight, labor and installation charges, alterations, and damages due to negligent or abusive use or normal wear and tear, including, but not limited to, those items listed on Schedule A (on back hereof). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated or consequential damages, for loss of product or time, or for any delay in performance under this warranty.

At its sole discretion, Toter may collect defective components replaced under the terms of this warranty. Customer is not to dispose of, sell, or recycle components that have been replaced by Toter without written permission from Toter. Components not collected by Toter remain the property of the customer.

EXCEPT FOR THE WARRANTY CONTAINED IN OUR TERMS AND CONDITIONS OF SALE, TOTER MAKES NO WARRANTY WHATSOEVER WITH THE RESPECT TO THE GOODS INCLUDING, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE (where permitted by law).

This document is only a summary of the full Wastequip Product Limited Warranties, Disclaimers Of Warranties, Limitation Of Liabilities And Remedies, and Limited Warranty Periods statement. Full warranty details can be found on [www.toter.com](http://www.toter.com). If this summary and the full warranty documents conflict, the summary will supersede on where more narrowly defined.

## SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, and yard waste, excluding circumstances in which the load rating would be exceeded.

Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

### EXAMPLES OF NORMAL WEAR AND TEAR:

- \* Scratches - normal use may cause scratches.
- \* Dirt, including accumulation of dirt or any other substance.
- \* Normal deterioration during service.
- \* Normal discoloration due to atmospheric exposure.

### EXAMPLES OF ALTERATIONS, NEGLIGENT OR ABUSIVE USE:

- \* Alteration of the original design, functionality or integrity of the Container
- \* Cuts or scores from any source.
- \* Extraordinary impacts such as being hit by a vehicle.
- \* Burns, scorches, melting, or any damage from excessive heat.
- \* Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- \* Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- \* Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- \* Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)





February 24, 2015

To whom it may concern:

Wastequip, LLC acquired 100% of the ownership interest in Toter LLC as of April 13, 2007. Wastequip LLC recognizes that Toter warrants its products. Should Toter LLC ever become unable to honor its financial responsibilities, Wastequip LLC will accept that responsibility for Toter, including the obligation and commitment to honor Toter LLC's warranty.

Sincerely,

Stephen R. Svetik  
CFO  
Wastequip LLC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Subscribed and sworn to before me this 24<sup>th</sup> day of February 2015.

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

Seal:

My Commission Expires: 6-12-19

LESLEY A O'REGAN  
NOTARY PUBLIC  
MECKLENBURG COUNTY, NC  
My Commission Expires 6-12-2019





## **WARRANTY PARTS AND SERVICE**

Toter, Incorporated maintains parts inventory at its manufacturing facilities in Statesville, North Carolina and Del Rio, Texas.

Toter's Lower Midwest Regional Sales Manager, Ms. Lori Cate, will be the primary field service contact. Toter's sales support group in Statesville, North Carolina will also be available to assist in meeting LFUCG's needs. Please contact our Sales Service Department to submit a warranty claim.

**Ms. Lori Cate**  
**Toter's Lower Midwest Regional Manager**  
Mobile: (865) 279-4225  
Email: [lcate@wastequip.com](mailto:lcate@wastequip.com)

**Toter's Customer Service Satisfaction Department**  
P.O. Box 5338  
841 Meacham Road  
Statesville, NC 28677  
Toll Free: (800) 424-0422  
Phone: (704) 872-8171  
Fax: (704) 878-0734



**PARTS LIST  
TOTER® EVR II  
UNIVERSAL/NESTABLE CARTS**

**MODEL #79296**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>QTY/ CART</b>	<b>PRICE/ UNIT</b>
96796	Lid	1	\$18.99
5197-00-0000	Strap Claw Hinge for Lid	2	\$0.10
5610-00-M522	Torx Fastener for Lid	4	\$0.20
6250-10-0200	10" Wheel	2	\$5.00
5647-CP-ZINC	22" x 5/8" Cotter Pin Axle	1	\$7.25
	Cotter Pin and Washer	2	\$0.70
5945-20-GALV	Stop Bar	1	\$3.00

**ALL PARTS PRICING TO BE HELD FIRM 12 MONTHS  
FROM DATE OF BID OPENING**

**TERMS: NET 30 DAYS --- MINIMUM ORDER: \$30.00**

**ABOVE PRICES EXCLUDE SALES TAX**

**FREIGHT: F.O.B. - FACTORY**

**CALL BEFORE ORDERING**



## **PARTS AVAILABILITY**

Toter Incorporated guarantees that all replacement parts will be available for a minimum of ten (10) years. A full parts inventory is maintained at all of our manufacturing plants.



**Lexington-Fayette  
Urban County Government  
Proposal for BID NUMBER: #74-2015  
"Universal Refuse/Recycling Roll Carts"**

## **REFERENCES**



**MUNICIPAL REFERENCES**  
**for Lexington-Fayette Urban County Government**

May 2015

<b>Municipality</b>	<b>State</b>	<b>Year Installed</b>	<b>Cart Type</b>	<b>Quantity</b>	<b>Phone Number</b>	<b>Contact</b>
Nashville	TN	1996	Universal, Universal/Nestable	389,413	(615) 462-4122	Cody Osborne
Dayton	OH	1990	Automated, Universal, Universal/Nestable	131,581	(937) 333-4833	Tom Ritchie, Jr.
Owensboro	KY	1990	Universal, Universal/Nestable	11,854	(270) 687-8760	Downey Ward
Kingsport	TN	2005	Universal, Universal/Nestable	32,866	(423) 224-2675	Ronnie Hammonds
Washington	DC	1981	Nestable, Universal, Universal/Nestable	361,923	(202) 645-5142	Sybil Hammond



## MUNICIPAL REFERENCES

March 2015

Municipality	State	Year Installed	Cart Type	Quantity	Phone Number	Contact
Fresno	CA	1991	Automated, Universal, Universal/Nestable	456,861	(559) 621-1878	Jerry Schubert
El Paso	TX	1997	Universal, Universal/Nestable	400,428	(915) 472-4744	Ellen Smyth
Nashville	TN	1996	Universal, Universal/Nestable	389,413	(615) 462-4122	Cody Osborne
Houston	TX	1997	Universal, Universal/Nestable	382,204	(713) 839-9103	Harry Hayes
Washington	DC	1981	Nestable, Universal, Universal/Nestable	361,923	(202) 645-5142	Sybil Hammond
Surrey, BC	Canada	2010	Universal/Nestable	311,349	(604) 590-7287	Rob Costanzo
Dallas	TX	2004	Universal/Nestable	291,581	(214) 986-3834	Tony Benjamin
Tucson	AZ	1990	Universal, Universal/Nestable	260,255	(520) 791-3175	Pat Tapia
Detroit	MI	1993	Automated Universal	246,327	(313) 224-3905	Ron Brundidge
Bakersfield	CA	1991	Universal	242,425	(661) 326-3114	Kevin Barnes
Salt Lake City	UT	1987	Automated	237,136	(801) 535-6999	Art Valente
Riverside	CA	1991	Automated Universal	214,893	(951) 826-5120	Coleen Weeks
Vancouver, BC	Canada	2004	Universal, Universal/Nestable	206,043	(604) 873-7239	Bob McLennan
Toledo	OH	2009	Universal/Nestable	199,988	(419) 936-2527	Ed Irelan
Winston-Salem	NC	1990	Nestable, Universal, Universal/Nestable	196,888	(336) 403-6479	Johnnie Taylor
Charlotte	NC	1994	Universal	184,254	(704) 336-2218	Victoria Johnson/ Sharon Lee
Shreveport	LA	1999	Universal, Universal/Nestable	176,573	(318) 673-6300	Fred Williams
Des Moines	IA	1997	Universal, Universal/Nestable	172,286	(515) 208-0664	John Peak
Prince George's County	MD	2007	Universal/Nestable	165,605	(301) 883-6081	Marilyn Rybak
Baton Rouge	LA	2005	Universal/Nestable	165,345	(225) 389-3162	David Guillory
Akron	OH	2006	Universal/Nestable	132,997	(330) 375-2834	Robert Harris
Dayton	OH	1990	Automated, Universal, Universal/Nestable	131,581	(937) 333-4833	Tom Ritchie, Jr.
Macon	GA	1976	Nestable	122,092	(478) 951-2485	Kevin Barkley
Fort Wayne	IN	2005	Universal/Nestable	122,079	(260) 427-5796	Matt Gratz
Lee County	FL	2010	Universal, Nestable, Universal/Nestable	119,590	(239) 707-1064	Emory Smith
Corpus Christi	TX	1996	Universal, Universal/Nestable	106,504	(361) 826-1972	Lawrence Mikolajczyk
Glendale	CA	1990	Universal	106,295	(818) 550-3449	Lynn Kociemba
Saanich, BC	Canada	2012	Universal/Nestable	102,342	(250) 475-1775	David McAra
Pasadena	CA	1988	Universal	101,181	(626) 945-1819	Thanos Gauthier
Albuquerque	NM	1998	Universal, Universal/Nestable	100,304	(505) 238-4880	Efren Teran
Burbank	CA	1993	Nestable, Universal Automated	99,183	(818) 238-3800	Jeff Musich
Thornton	CO	1992	Automated Universal	96,605	(720) 977-6310	Adam Lovato
Laredo	TX	2003	Universal/Nestable	95,610	(956) 795-2510	Ernesto Elizondo
Columbia	SC	1980	Nestable Universal	94,374	(803) 545-3800	Robert Anderson
Torrance	CA	1991	Automated Universal	93,428	(310) 781-6900	Matt Knapp
Metro Waste Authority	IA	2008	Universal, Universal/Nestable	92,664	(515) 323-6501	Leslie Irbuckle
Oxnard	CA	1992	Universal, Universal/Nestable	91,594	(805) 385-8223	Eric Okada

Clovis	CA	1990	Universal, Universal/Nestable	84,629	(559) 696-8247	Jason Schneider
Burnaby, BC	Canada	2009	Universal/Nestable	79,188	(604) 294-7213	Bill Carey
Bridgeport	CT	2001	Universal, Universal/Nestable	78,127	(203) 576-8123	Bob Kennedy
Mobile	AL	2003	Universal/Nestable	78,122	(251) 208-2901	John Windley
Tampa	FL	2007	Universal/Nestable	77,244	(813) 348-2095	Vincent Butorac
Ann Arbor	MI	1991	Automated Universal/Nestable	75,057	(734) 794-6430	Christina Gomes
Beaumont	TX	1988	Automated	74,040	(409) 842-1482	Benjy Williams
St. Louis	MO	1989	Automated Nestable	71,164	(314) 353-8900	Nick Yung
New Haven	CT	2004	Universal Universal/Nestable	70,025	(203) 946-8329	Ed D'Angelo
Roseville	CA	1990	Automated	65,145	(916) 774-5785	Shelly Salter
McAllen	TX	1994	Automated	64,987	(956) 972-7600	Mario Vela
Longmont	CO	1999	Automated, Universal, Universal/Nestable	63,116	(303) 651-8418	Charles Kamenides
Norfolk	VA	2002	Universal	62,745	(757) 441-1176 Ext. 4277	Karen Cookson
Merced	CA	1989	Automated	62,481	(209) 385-4772	Stan Murdock
Ogden	UT	2002	Automated	61,934	(801) 629-8405	Mike Hales
Killeen	TX	1997	Universal, Universal/Nestable	61,142	(254) 220-7644	Richard Davis
O'Fallon	MO	2002	Universal, Universal/Nestable	59,376	(636) 240-2921	Jim Wenzara
Edmond	OK	1993	Universal, Universal/Nestable	58,435	(405) 216-7743	Wesley Dedmon
Fayetteville	NC	1991	Nestable, Universal/Nestable	57,096	(910) 433-1984	Jerry Deitzen
Stamford	CT	2007	Universal/Nestable	53,399	(203) 977-4605	Dan Colleluori
Santa Fe	NM	1998	Universal, Universal/Nestable	52,321	(505) 955-2241	Lawrence Garcia
Savannah	GA	1994	Universal, Universal/Nestable	51,887	(912) 651-6581	Stephanie Cutter
Greensboro	NC	2006	Universal/Nestable	49,429	(336) 373-4379	Sheldon Smith
Charleston	SC	1995	Nestable, Universal, Universal/Nestable	48,110	(843) 724-7365	Sam Price
New Braunfels	TX	2005	Universal/Nestable	47,990	(830) 608-2140	Mike Mundell
Hinesville	GA	1990	Nestable, Universal/Nestable	47,953	(912) 876-8216	Darlene Parker
Roanoke	VA	1997	Universal, Universal/Nestable	46,981	(540) 853-6848	Skip Decker
Richland	WA	1993	Universal, Universal/Nestable	43,700	(509) 942-7497	Mark Chidester
Tempe	AZ	1993	Automated	43,636	(480) 285-7537	James Thornton
Oshkosh	WI	2009	Universal/Nestable	43,595	(920) 232-5382	Kevin Uhen
Taylor	MI	2011	Universal/Nestable	41,324	(734) 374-1473	Dave Mackie
Newport News	VA	2003	Universal/Nestable	40,840	(757) 269-2853	Amy Gray
Galveston	TX	1997	Universal	36,424	(409) 741-6046	Cindy de Witt
Brandon, MB	Canada	2008	Universal/Nestable	36,379	(204) 729-2285	Scott Haddow
Visalia	CA	1986	Automated	34,083	(559) 713-4296	Rene Flores
Tallahassee	FL	1999	Universal, Universal/Nestable	33,880	(850) 891-5450	Reginald Ofuani
Kingsport	TN	2005	Universal, Universal/Nestable	32,866	(423) 224-2675	Ronnie Hammonds
Port Arthur	TX	1996	Automated Universal	32,498	(409) 983-8518	Gerald Robinson
Carrollton	TX	1993	Universal, Universal/Nestable	32,299	(972) 466-3115	Vince Priolo
Kannapolis	NC	2001	Universal, Universal/Nestable	31,318	(704) 920-4200	Wilmer Melton
Rockville	MD	2006	Universal, Universal/Nestable	31,245	(240) 314-8579	Ray Foreman
Lynchburg	VA	2003	Universal, Universal/Nestable	30,871	(434) 455-6074	Russ Blankenstein
Madison County	AL	1997	Universal	29,832	(205) 532-3718	Bob Layne



South Jordan	UT	2001	Universal/Nestable	28,507	(801) 254-3742 Ext 1720	Aaron Sainsbury
Nashua	NH	2003	Nestable, Universal/Nestable	28,476	(603) 589-3413	Sally Hyland
Lauderdale County	AL	2004	Universal/Nestable	28,152	(256) 760-5752	Scott Hammer
Rome	GA	2008	Universal/Nestable	27,664	(706) 236-4414	Bill Gilliland
Murfreesboro	TN	1996	Universal	27,563	(615) 893-3681	Joey Smith
Temple	TX	2003	Automated, Universal/Nestable	26,907	(254) 298-5180	Lisa Sebek
Bossier City	LA	1999	Universal, Universal/Nestable	26,835	(318) 741-8405	Jackie Garrett
Kokomo	IN	2004	Universal/Nestable	26,695	(765) 432-7120	Joe Ewing
Warren	OH	1997	Universal, Universal/Nestable	26,143	(330) 841-2632	Leann O'Brien
Fargo	ND	2009	Universal/Nestable	25,566	(701) 241-1552	Terry Ludlum
Victoria	TX	2008	Universal/Nestable	25,469	(361) 485-3200	Daryl Lesac
Fayetteville	AR	2002	Universal	25,431	(479) 444-3477	Ronnie Caudle
Anchorage	AK	2005	Universal/Nestable	25,355	(907) 343-6289	Paul Alcantar
Draper	UT	2009	Universal/Nestable	24,692	(801) 831-7187	Steve Siddoway
Lawton	OK	2008	Universal/Nestable	24,692	(580) 581-3413	Jayson Powell
Cape Girardeau	MO	2010	Universal/Nestable	24,384	(573) 339-6777	Mike Schott
Enid	OK	2007	Universal/Nestable	24,272	(580) 231-1804	Jim McClain
Leominster	MA	2009	Universal/Nestable	24,220	(978) 534-7550	Chris Knuth
Pensacola	FL	1992	Automated, Universal/Nestable	23,399	(850) 435-1894	Jerry Moore
Copperas Cove	TX	2000	Universal, Universal/Nestable	23,371	(254) 547-4234	Silva Rhodes
Wake Forest	NC	2005	Universal/Nestable	23,304	(919) 435-9571	Mike Barton
Delano	CA	2000	Automated	23,220	(661) 345-5717	Joel Ince
Berkeley	CA	2008	Universal, Universal/Nestable	22,908	(510) 981-6355	Rogelio Marquina
Monroe Township	NJ	1998	Nestable, Universal/Nestable	22,456	(609) 728-9844	Bob Avis
Enfield	CT	1992	Automated, Universal, Universal/Nestable	21,889	(860) 763-7524	Piya Hawks
Sanger	CA	1986	Automated	21,568	(559) 876-6300	Eddie Villa-Gomez
Huntsville	AL	2004	Universal/Nestable	21,424	(256) 427-5060	Kathy Hunt
Mooreville	NC	1996	Universal	21,175	(704) 664-4278	John Yvars
East Chicago	IN	1998	Nestable	21,142	(219) 391-8464	Monsi Corsbie
Claremont	CA	1990	Automated, Universal/Nestable	20,944	(909) 399-5431	Isaac Quintero
Grand Junction	CO	1996	Automated Universal	20,862	(970) 244-1570	Rob Laurin
Rock Island	IL	2006	Universal/Nestable	20,538	(309) 733-2261	Fred Bain
Lake Charles	LA	1996	Automated, Universal, Universal/Nestable	20,102	(337) 491-1308	Ed Edwards
Lewisville	TX	2004	Universal/Nestable	19,984	(956) 427-8700	Reuben Diaz
Northglenn	CO	2004	Universal/Nestable	19,955	(303) 450-4023	Keith Kovach
Yuma	AZ	1994	Universal/Nestable	19,872	(928) 373-4633	Joel Olea
Florence	AL	2002	Universal	19,868	(256) 760-6495	David Koonce
Queen's Creek	AZ	2010	Universal/Nestable	19,558	(480) 358-3831	Ramona Simpson
Edinburg	TX	1996	Automated, Universal, Universal/Nestable	19,356	(956) 383-5660	Armando Arellano
East Lyme	CT	2003	Universal/Nestable	18,918	(860) 739-8444	Chuck Holyfield
Decatur	AL	2011	Universal/Nestable	18,600	(256) 341-4718	Emily Johnson
Moses Lake	WA	2007	Universal/Nestable	18,180	(509) 764-3716	Jessica Cole
Columbus	IN	2005	Universal/Nestable	17,880	(812) 376-2563	Jim Norris

Moline	IL	2006	Universal/Nestable	17,850	(309) 524-2402	Brandon Pannell
Milford	CT	2011	Universal/Nestable	17,588	(203) 878-5321	Bruck Kolwicz
Hallandale	FL	1993	Automated, Universal, Universal/Nestable	17,216	(954) 457-1639	Randy Thompson
Northville	MI	2011	Universal/Nestable	17,040	(248) 662-0495	Tom Casari
Hot Springs	AR	2005	Universal/Nestable	17,007	(501) 321-6911	Bill Burrough
Clearwater	FL	1994	Universal	16,970	(727) 562-4929	Bill Buzzell
Harlingen	TX	1995	Automated, Universal/Nestable	16,959	(956) 427-8700	Reuban Diaz
Valparaiso	IN	2005	Universal/Nestable	16,946	(219) 462-4612	Matt Evans
Spartanburg	SC	1999	Universal, Nestable, Universal/Nestable	16,745	(864) 596-3690	Tim Atkins
Los Alamos County	NM	2002	Universal, Universal/Nestable	16,586	(505) 663-1921	Leroy Chacon
Laramie	WY	2009	Universal/Nestable	16,524	(307) 399-7271	Brooks Webb
Danville	IL	2007	Universal/Nestable	16,416	(217) 431-2395	Bob Scott
Michigan City	IN	2008	Universal/Nestable	16,176	(219) 873-1530	Jim Kintzele, Sr.
Yakima	WA	1994	Universal, Universal/Nestable	16,086	(509) 576-6421	Loretta Zammerchi
Gillette	WY	1990	Nestable, Universal/Nestable	15,905	(307) 680-5978	Michael Foote
Lower Valley Water District	TX	2004	Universal/Nestable	15,775	(915) 892-5411	Ann Kelly
Myrtle Beach	SC	2005	Nestable, Universal/Nestable	15,730	(843) 918-2175	Karon Hardee
Torrington	CT	2005	Universal/Nestable	15,650	(860) 489-2232	Gerry Roulette
Vernon	CT	2008	Universal/Nestable	15,604	(860) 870-2232	Peter Griffiths
El Mirage	AZ	2006	Universal/Nestable	15,449	(623) 876-4251	Dave Emon
Eagle Pass	TX	2009	Universal/Nestable	15,300	(830) 352-1999	Joe Mora
Deerfield Beach	FL	2004	Universal	15,107	(954) 444-2867	Mario Reboa
Bettendorf	IA	2004	Universal, Universal/Nestable	15,043	(563) 344-4118	Michelle Javornik
Fort Pierce	FL	2003	Universal/Nestable	15,023	(722) 467-3826	Robbie Creswell
College Station	TX	1998	Automated, Universal/Nestable	14,800	(979) 764-3841	Wally Urrutia
Conway	AR	2008	Universal, Universal/Nestable	14,458	(501) 450-6103	D. A. Campbell
Atlantic City	NJ	1990	Nestable, Automated, Universal/Nestable	14,438	(609) 347-5700	Michael Scott
Greenville	NC	1995	Nestable, Universal, Universal/Nestable	14,395	(252) 329-4337	Delbert Bryant
Dublin	OH	2003	Nestable, Universal/Nestable	14,099	(614) 410-4753	John Babyak
Gardner	MA	2010	Nestable, Universal, Universal/Nestable	14,000	(978) 630-4013	Bernard Sullivan
Huntsville	TX	2007	Universal/Nestable	13,758	(936) 294-5724	Billie Smith
Terrebonne Parish	LA	1990	Automated, Universal, Universal/Nestable	13,520	(985) 873-6739	Eulin Guildry
Rocky Mount	NC	2003	Universal/Nestable	13,451	(252) 467-4956	Cameron Privott
Frederick	MD	2005	Universal, Universal/Nestable	13,404	(301) 600-1182	Keith Brown
Franklin Township	NJ	2003	Universal/Nestable	13,275	(856) 694-3155	Bill Nese
Menasha, Town of	WI	2009	Universal/Nestable	13,017	(920) 720-7129	Joan Burrill
Tyler	TX	1995	Universal, Universal/Nestable	12,836	(903) 531-1388	Dan Brotton
Statesville	NC	1988	Nestable	12,661	(704) 832-3826	Freddie Morrison
Salisbury	NC	1992	Nestable, Universal/Nestable	12,422	(704) 638-5256	Danny Rogars
Menomonee Falls	WI	2008	Universal/Nestable	12,348	(262) 532-4402	Aryln Johnson
Pinehurst	NC	2007	Universal/Nestable	12,311	(910) 295-5021	Tom Haughney
North Augusta	SC	1999	Universal, Universal/Nestable	12,174	(803) 441-4297	Allen Cook
Lyndhurst	OH	2008	Universal/Nestable	12,112	440-473-5100	Rick Glady
Ashwaubenon	WI	2003	Universal/Nestable	12,056	(920) 492-2308	Lee Van Denelzen

Alamosa	CO	1998	Universal, Universal/Nestable	11,957	(719) 589-6631	Julie Scott
Moorhead	MN	2004	Universal/Nestable	11,868	(218) 299-5422	Chad Martin
Owensboro	KY	1990	Universal, Universal/Nestable	11,854	(270) 687-8760	Downey Ward
Folsom	CA	2004	Automated	11,788	(916) 355-8394	Richard Shaw
Delaware	OH	2001	Nestable	11,612	(740) 369-9675	Linda Matthews
Bowling Green	OH	2000	Universal	11,569	(419) 354-6227	Brian Craft
Indian Trail	NC	1998	Universal/Nestable	11,532	(704) 821-5401	Rox Burhans
Saskatoon, SK	Canada	2013	Universal/Nestable	11,428	(306) 975-2383	Michelle Jelinski
East Ridge	TN	2009	Universal/Nestable	11,263	(423) 867-7711	Kim Gann
El Cerrito	CA	1990	Automated, Nestable, Universal/Nestable	11,057	(510) 215-4354	Garth Schultz
San Juan	TX	1994	Automated	10,939	(956) 702-6441	Carmen Gonzales
Cookeville	TN	2003	Universal	10,825	(931) 252-0782	Tom Dyer
Nacogdoches	TX	2000	Universal	10,799	(936) 559-2582	Wayne Shepard
Sherman	TX	2004	Automated	10,692	(903) 892-7280	Aubrey Henderson
Athens-Clarke County	TN	2010	Universal, Universal/Nestable	10,590	(423) 744-2745	Shawn Lindsey
Deptford Township	NJ	2007	Universal/Nestable	10,192	(856) 228-4719	Pat Rebecca
Billings	MT	2002	Universal, Universal/Nestable	10,072	(406) 667-8260	Vestor Wilson
White Plains	NY	2011	Universal/Nestable, Universal	7,689	(914) 422-1222	Rick Hope