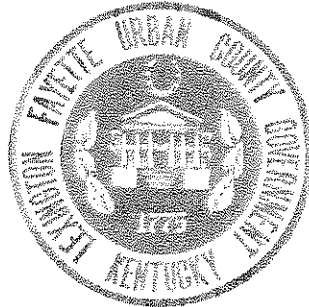


Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #107-2011

Transportation of Leaf and Yard Waste

NOTICE TO BIDDERS

Bid Opening Date: October 25, 2011

Bid Opening Time: 2:00 PM

**Address: 200 East Main Street
3rd Floor, Room 338**

Pre Bid Meeting: N/A

Pre Bid Time:

Address:

INVITATION TO BID

Bid Invitation Number: #107-2011

Date of Issue: 10/11/2011

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 **10/25/2011**. 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, Rm 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 have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See specs


Bid Security Required: ___Yes xNo Performance Bond Required: ___Yes xNo
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Transportation of Leaf and Yard Waste
See specifications

<p style="text-align: center;">Check One:</p> <p><u>X</u> Bid Specifications Met</p> <p>___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;">Proposed Delivery:</p> <p><u>5</u> days after acceptance of bid.</p>
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Procurement Card Usage
<p>___ Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><u>X</u> No</p>

Submitted by: REPUBLIC SERVICES OF KENTUCKY, LLC
Firm 451 CONWAY COURT
Address LEXINGTON, KY 40511
City, State & Zip

Signature 
Signature of Authorized Company Representative – Title
KERRY LOY

Representative's Name (Typed or printed)

859-263-2000 859-263-2601
Area Code - Phone - Extension *Fax #*

KLOY@REPUBLICSERVICES.COM
E-Mail Address

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

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

AFFIDAVIT

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

1. His/her name is KERRY LOY and he/she is the individual submitting the bid or is the authorized representative of REPUBLIC SERVICES OF KENTUCKY, LLC,

the entity submitting the bid (hereinafter referred to as "Bidder").

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

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

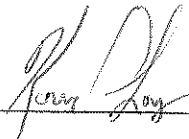
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Kerry Loy on this the 24th day of October, 2011.

My Commission expires: Feb 16, 2013


NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). 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 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 X

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 #107-2011 Transportation of Leaf and Yard Waste"

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 from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

- B. Price Changes (Space Checked Applies)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 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 contract 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.

- E. 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.

- 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.

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

Name of Business

Lexington-Fayette Urban County Government
Department of Environmental Quality & Public Works
Division of Waste Management
Bid# 107-2011 Transportation of
Leaf and Yard Waste

The Lexington-Fayette Urban County Government is now accepting bids in order to establish a price contract for the Department of Environmental Quality & Public Works for transportation services for yard waste from a central location in Lexington to the Haley Pike Waste Management Facility for composting, as per the following:

1. **SCOPE OF WORK:**

The Lexington-Fayette Urban County Government is accepting bids for the purpose of establishing a price contract for the bulk loading and transport of yard waste, primarily leaves, from a central location in Lexington to the Haley Pike Waste Management Facility for composting, as per the following:

- 1.1 The vendor must be prepared to accept leaves within 5 days of LFUCG Council approval.
- 1.2 The DWM trucks will start delivering loads as soon as the vendor is ready to accept them and will continue through December. Parks and Recreation will commence on November 28th, 2011 and are anticipated to continue through December 22, 2011.
- 1.3 Leaves will be delivered to the transfer site behind 1555 Old Frankfort Pike (via Jimmie Campbell Lane) by the Divisions of Waste Management (DWM) and Parks and Recreation (P&R). DWM loads will include a combination loose leaves, leaves in kraft-paper bags and 5% of non-leaf yard waste. Leaves delivered by Parks and Recreation loads will be collected loose via vacuum machines (leaves are substantially shredded during vacuuming, reducing volume).
- 1.4 The vendor will load the leaves/yard waste into large-capacity transport trailers (minimum of 100 cubic yards) on MTTF when DWM trucks collect yard waste. Starting Wednesday November 28th, 5 days of operation (MTWTF) per week will be required to support LFUCG Parks and Recreation's leaf vacuuming program.
- 1.5 To allow LFUCG-collected leaves/yard waste to accumulate at the loading site to support efficient loading, hours of operation should run from late morning to evening; the hours of approximately 12:00 noon to 8:00pm are recommended, alternative hours can be proposed with justification for LFUCG DWM consideration. The anticipated site does not have a loading ramp of any type. The anticipated site does not have lighting.
- 1.6 The vendor will transport the yard waste (estimated 95% leaf-fall and 5% other yard waste) in transport trailers to the Haley Pike Waste Management Facility compost pad, an estimated distance of 15-20 miles one-way. Operating hours for the Haley Pike facility is 7:30am to 5:30pm Monday to Friday and 7:30am to 12:30pm Saturday. Gate closure at the Haley Pike facility is 5:30pm daily and 12:30pm on Saturday, no exceptions.
- 1.7 Loaded trucks/trailers will weigh-in at the Haley Pike facility's scale. Loaded trucks that cannot deliver loads prior to Haley Pike gate closure should be held over night at the loading (Old Frankfort Pike) location, as trucks will not be able to enter the Haley Pike site after closure.

1.8 Internal data shows that in 2010, approximately 4,250 tons of leaves/yard waste was collected, of which 3,700 tons (85%) collected by DWM trucks and 550 tons (15%) collected by P&R vacuum system. On Wednesdays only vacuumed leaves will be dropped off for loading – it is expected that 2 large transport vehicles will be sufficient to facilitate hauling to the Haley Pike facility.

2. CONTRACTOR RESPONSIBILITIES:

2.1 Transportation:

2.1.1 Provide transport trailers with a minimum capacity of greater than 100 cubic yards at the loading site on Old Frankfort Pike to be live-loaded daily. All trailers must be tarped prior to leaving the loading site.

2.1.2 Provide enough trailers daily for loading and transport of approximately 100 tons of mixed leaves and yard waste daily (note the bid \$ amount will be in cubic yards, not tons.)

2.1.3 Be available to accept, load and transport the yard waste to the receiving facility Monday through Friday between the hours of 12:00pm and 8:00pm. Saturday deliveries are possible and should be anticipated, except Saturday, November 17th, 2011.

2.1.4 Provide copies of certifications and licenses required for transporters by Department of Transportation regulations.

2.1.5 Be fully responsible for providing Worker's Compensation, Commercial General Liability, Pollution Liability, and Automotive Liability coverage as per the attached (see enclosed insurance requirements).

2.1.6 Be responsible for all aspects of breakage/spillage that occurs during loading and/or transport.

2.1.7 Transporting trucks and trailers will weigh-in and tare-out at the Haley Pike scale.

2.2 Yard Waste Management

2.2.1 Yard waste and leaves delivered by DWM and P&R trucks to the loading site each day must be loaded into a transport trailer before the same day's shift-end.

2.2.2 Loaded trailers that cannot be delivered to Haley Pike composting facility before the Haley Pike gate closure will be stored on the loading site and delivered the next day.

2.2.3 Vendor should appoint a project supervisor/coordinator with whom DWM representative can work and support efficient coordination of operations in both vendor organization and DWM.

2.3 Requirements

2.3.1 The LFUCG recycling program has been designed and implemented to comply with existing environmental regulations, minimize LFUCG potential environmental liabilities, and allow the LFUCG to manage recyclable materials in a manner that is protective of the environment.

2.3.2 **Suspension of Work** - Lexington-Fayette Urban County Government reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City of Lexington. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

- 2.3.3 **Safety** - Contractor shall adhere to applicable safety requirements of US DOT, KY OSHA, and the LFUCG.
- 2.3.4 **Risk Management Provisions** - The entity providing the service understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of that entity, its employees, agents, owners, principals, licensees, assigns, and subcontractors of any tier (hereinafter called the CONTRACTOR), to the Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, contractors, assigns, volunteers and successors in interest (hereinafter LFUCG).
- 2.3.5 **Indemnity** - The CONTRACTOR agrees to defend, indemnify and hold harmless the Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, contractors, assigns, volunteers, and successors in interest from any and all losses resulting from negligent acts of the CONTRACTOR or its employees, agents, owners, principals, licensees, assigns, and subcontractors of any tier, or arising from any errors or omissions of CONTRACTOR. Such losses include, but are not limited to, claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses that arise or are incurred as a result of personal injury or death (including employees of LFUCG) or property damage (including property of LFUCG).
- 2.3.5.1 The agreement to defend includes: (1) investigating, handling, responding to, providing a defense for, and defending all such claims, liens, demands, and causes of action; (2) paying all expenses related thereto; and (3) using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

2.4 **Financial Responsibility**

The CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the CONTRACTOR'S performance under this Agreement. The cost of such insurance shall be borne by the CONTRACTOR. Such insurance shall include:

- 2.4.1 Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form GL-0001 (10/01) written through a company with an A.M. Best's Rating of "A- VIII" or better with:
- a. Limits of not less than \$1,000,000 combined single limit per occurrence and a \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
 - b. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, contractors, assigns, volunteers and successors in interest."
 - c. Endorsement that CONTRACTOR'S insurance coverage shall be primary insurance as respects LFUCG. Any insurance or self-insurance maintained by LFUCG shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
 - d. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 933, 200 East Main Street, Lexington, Kentucky 40507.
- 2.4.2 Automobile Liability Insurance with limits of not less than \$1,000,000.
- 2.4.3 Workers' Compensation Insurance as required by the Kentucky Revised Statutes.

- 2.4.4 Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Lexington-Fayette Urban County Government, Division of Risk Management.
- 2.4.5 Verification of Coverage - CONTRACTOR shall furnish LFUCG with Certificates of Insurance for coverages required by this Agreement within ten days after the signing of this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Copies of the insurance policies and endorsements affecting coverage shall be provided by the CONTRACTOR upon request of the LFUCG, Division of Risk Management.
- 2.4.6 Loss History and Financial Statement - CONTRACTOR shall provide upon request from the LFUCG, Division of Risk Management, a two (2) year loss history in regard to past insurance claims and losses and a financial statement.
- 2.4.7 Liquidated Damages - Time is of the essence in this Agreement, and CONTRACTOR agrees to sustain damages, monetary and otherwise in the event of delay in the completion of the work. The CONTRACTOR will be held responsible to LFUCG for delays in completion of the work beyond the date set for completion. Such monetary damages shall be deducted from the Contract sum in the amount of Seven Hundred and Fifty Dollars (**\$750**) per calendar day of such delay. If the work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR shall be liable for and shall pay to LFUCG all damages sustained by reason of such failure for breach of Contract, and LFUCG may immediately re-let the Work involved.

2.5 Safety and Loss Control

In respect to the performance of the CONTRACTOR'S services under this Agreement, CONTRACTOR agrees to adhere to and comply with published federal, state, and local safety and environmental laws, regulations, and ordinances, and to provide safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the OWNER.

2.6 Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that upon reasonable notice LFUCG may review, audit, and inspect any and all of the CONTRACTOR'S records and operations relative to the work performed under this Agreement to assure compliance with the terms of the Agreement, including the Risk Management provisions of the Agreement.

3. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT RESPONSIBILITIES:

- 3.1 Have leaves and yard waste available at the designated loading site ready for vendor to load into vendor-provided transport trailers.
- 3.2 Provide appropriate space for loading, handling and shipping yard waste.
- 3.3 Provide manpower and equipment to load leaves and yard waste into the transport trailers.
- 3.4 Prepare shipping papers as required per load of material into vendor by US DOT or other federal, state, or local requirements, as needed.
- 3.5 Provide a truck scale to weigh loads and provide a tare weight for each trailer upon departure from Haley Pike Waste Management facility.

4. **VOLUME:**

- 4.1 **Estimated** volume of yard waste (CY) to be loaded and transported are in no way guaranteed; they are merely to assist with pricing. Demurrage charges will not be allowed.
- 4.2 2010 tonnage (October – November) = approximately 4,250 tons
- 4.3 Div. of Waste Management = 3,700 tons (85%)
- 4.4 Parks and Receptions = 550 tons (15%)
- 4.5 Approximate average of 100 tons of leaves per day.

5. **PRICING:**

The price per cubic yard (CY) of leaves and yard waste loaded and transported should include all associated costs. Please specify the **price per cubic yard**.

Per CY price to be paid to Vendor: \$ 3.35 /CY

For questions regarding these specifications, please contact Rebecca Weems, Division of Waste Management at 859-425-2848. For questions regarding bidding instructions, Sondra Stone, Buyer, Division of Central Purchasing at 859-258-3320.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: 107-2011

Date: October 18, 2011

Subject: Transportation of Leaf and Yard Waste

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

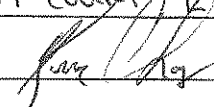
- 1) Leaf and yard waste must be transported to the compost facility at the Haley Pike Landfill.
- 2) Delete Section 3.3 under LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT RESPONSIBILITIES. Vendor will be responsible for providing manpower and equipment to load leaves and yard waste into the transport trailers.


 Brian Marcum, 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: REPUBLIC SERVICES OF KENTUCKY, LLC

ADDRESS: 451 CONWAY COURT, LEXINGTON, KY 40511

SIGNATURE OF BIDDER: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2011

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext): 800-853-6155	FAX (A/C No.Ext):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: OLD REPUBLIC INSURANCE COMPANY		24147
INSURER B: LEXINGTON INSURANCE COMPANY		19437
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 REPUBLIC SERVICES, INC.
 18500 N. ALLIED WAY
 PHOENIX, AZ 85054

COVERAGES

CERTIFICATE NUMBER: 28759

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 59257	06/30/2011	06/30/2012	EACH OCCURRENCE	\$ 5,000,000
							DAMAGED TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS -COMP/OP AGG	\$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			MWTB 21343	06/30/2011	06/30/2012	COMBINED SINGLE LIMIT (Ea Accident)	\$ 5,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per Accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			2214223/2214224	06/30/2011	06/30/2012	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE /OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 117108 00 AOS MWXS 945 Excess WC OH MWXS 946 Excess NSWC TX	06/30/2011 06/30/2011 06/30/2011	06/30/2012 06/30/2012 06/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	\$ 3,000,000 \$ 3,000,000 \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4993 - Named Insured Includes: Republic Services of Kentucky, LLC dba M & M Sanitation - AW of Lexington - Republic Services of Central Kentuck

See attached for additional remarks

CERTIFICATE HOLDER

CANCELATION

Lexington Fayette Urban County Government
 200 E Main St
 Lexington, KY 40507-1310

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

GENERAL LIABILITY:

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

AUTO LIABILITY:

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

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

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 946) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.