

Contract #255-2014



HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 9th day of Oct, 2014 by and between Lexington-Fayette Urban County Government, (herein after "Community"), and Clean Harbors Environmental Services, Inc. (hereinafter "Clean Harbors"), a Massachusetts corporation.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 41-2014 (Exhibit "A") and Consultant's Response dated August 20, 2014 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 41-2014 (Exhibit "A").

Community and Clean Harbors hereby agree as follows:

1. At a date and time to be specified in writing at least two weeks in advance by the Community, Clean Harbors shall have present at the following location: _____
1631 Old Frankfort Pike, Lexington, KY (the "Site") an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulations.

2. a. Community agrees to pay Clean Harbors for services under this agreement in accordance with the attached Rate Schedule ("Rates") with the condition the Community not pay more than \$ 149,550.00 (the "Contract Limit").

- b. The Site Chemist will make a determination and notify the Community Coordinator when the costs of acceptance, transportation and disposal of Household Waste accepted by Clean Harbors at the site has reached the Contract Limit. The Community Coordinator must be present at all times and will be responsible for terminating the collection program upon notification by the Site Chemist that the contract Limit has been reached.
 - c. The failure by Community Coordinator to terminate the collection program before the Contract Limit is exceeded, or authorization by the Community Coordinator to continue the collection program beyond the Contract Limit, shall obligate the Community to pay Clean Harbors for all additional labor and material costs, in accordance with the Rates, which exceed the Contract Limit. Clean Harbors shall not, however, be obligated to accept any waste for transportation or disposal after the Contract Limit has been reached.
 - d. Community agrees to pay Clean Harbors within thirty (30) days of receipt of the invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after thirty (30) days. In the event that legal or other action is required to collect unpaid balances or invoices, Community agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by Clean Harbors.
3. The Community shall provide a police officer to maintain order and an authorized representative ("Community Coordinator") at the Site to carry out the responsibilities specified in Paragraph 2.b. above.
4. Clean Harbors shall accept only household hazardous wastes for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. The Community hereby grants to Clean Harbors the absolute right to reject any Wastes delivered to the site.
6. Clean Harbors shall be deemed to be the "generator" of all Wastes accepted by Clean Harbors at the Site.
7. Clean Harbors shall transport for disposal all Wastes which it has accepted at the Site. Such Wastes shall be transported to licensed facilities for lawful disposal.
8. Clean Harbors represents that it shall possess on the day of collection:
 - a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;

- c. A vehicle identification device for each vehicle used by Clean Harbors to transport Wastes from the Site;
 - d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier.
 - e. Liability insurance as outlined in the risk management provisions of RFP No. 41-2014 (Exhibit "A") for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance.
 - f. All other state and federal permits and licenses necessary to legally transport Wastes in interstate commerce.
9. Title to all Wastes accepted by Clean Harbors at the Site shall pass to Clean Harbors.
10. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Wastes. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.
11. The Community shall use best efforts to assure that all Wastes approved by the Community Coordinator are the Household Wastes of community residents. The community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
12. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents and operations. Clean Harbors and its agents and employees, shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Community. Community agents or employees, the Community Coordinator and the police officer identified in Paragraph 2 shall not represent, act, purport to act or be deemed the agent, representative, employee or servant of Clean Harbors.
13. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Attn: _____

To Clean Harbors


Clean Harbors Environmental Services, Inc.
42 Longwater Drive,
P.O. Box 9149
Norwell, MA 02061-9149
Attn: General Counsel (Urgent Contract Matter)


14. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
15. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
16. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Kentucky for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

Community of:
Lexington-
Fayette Urban
County
Government

Clean Harbors Environmental
Services, Inc.

By: 
Title: Mayor
Date: 10/14/14

By: 
Title: Sr. Vice President
Date: 9/17/14

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

Job Information Sheet

Collection Date: _____ Number of Volunteers: _____

Time: _____ Number of Officers: _____

EMERGENCY TELEPHONE NUMBERS

POLICE: _____

FIRE: _____ HOSPITAL: _____

Size and type of container for empty cans and trash: _____

Directions:

Other:



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #41-2014 Hazardous Household Waste Collection Event—Fall Haul 2014** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **August 21st, 2014**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #41-2014 Hazardous Household Waste Collection Event—Fall Haul 2014

If mailed, the envelope must be addressed to:

Theresa Maynard – Buyer Senior
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

EXHIBIT A

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded

contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm with the type of service required. (15 Total Points)
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. (15 Total Points)
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm. (10 Total Points)
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. (10 Total Points)
5. Familiarity with the details of the project. (10 Total Points)
6. Ultimate disposition of the materials collected (i.e. reuse and recycling versus disposal) (10 Total Points)
7. Compliance history of the recycling and/or disposal facilities that will be utilized (10 Total Points)
8. Degree of local employment to be provided by the person or firm. (10 Total Points)
9. Estimated cost of services. (10 Total Points)

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

Questions regarding this RFP shall be addressed to:

Theresa Maynard, Buyer Senior
Division of Central Purchasing
theresam@lexingtonky.gov

or submitted to the website at <https://lfucg.economicengine.com>

The Deadline for Questions is Monday, August 11th, 2014 at 2:00 pm local time.

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 2013.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

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

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____
Name & Title

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- k. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

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

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

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

_____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

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

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

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

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

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

_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include an Environmental Pollution Liability endorsement of not less than \$5,000,000.00 per occurrence or like insurance coverage shall be provided.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification

of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00448065

**Request for Proposal - Issued by
Lexington-Fayette Urban County Government
Household Hazardous Waste (HHW) Collection Event
Fall Haul 2014**

INTRODUCTION

With grant funding provided through the Kentucky Department of Environmental Protection, Division of Waste Management, Lexington-Fayette Urban County Government (LFUCG) is planning to conduct a Household Hazardous Waste (“drop-off”) event in the Fall of 2014 (referred to as the “Fall Haul”) and seeks proposals from qualified vendors, to manage the event and the collected materials and to provide related services. Only materials from Fayette County residents and from LFUCG divisions, that are conditionally exempt small quantity generators (CESQGs), will be accepted. Materials will not be accepted from businesses/commercial establishments.

A. OVERVIEW

The Lexington-Fayette Urban County Government will provide one collection site, at LFUCG’s old landfill pad, at 1631 Old Frankfort Pike, Lexington, KY. The collection of materials will take place between the hours of 8:30 a.m. and 4:00 p.m., on Saturday October 18, 2014.

The goals of the event include the following:

- providing a safe and environmentally sound way to dispose/manage household hazardous wastes;
- increasing public awareness concerning the proper use and disposal of hazardous household chemicals and other products;
- recycling these materials when possible;
- preserving the environment;
- protecting citizens and volunteers as well as LFUCG employees;
- reducing LFUCG potential environmental liabilities

B. LFUCG RESPONSIBILITIES

The LFUCG will accept proposals from qualified vendors. In general, the process will include a cost evaluation with consideration given to the following:

1. specialized experience and technical competence of the person or firm with the type of service required.
2. capacity of the person or firm to perform the work, including any specialized services, within the time limitations;

3. character, integrity, reputation, judgment, experience and efficiency of the person or firm;
4. past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules;
5. familiarity with the details of the project;
6. the ultimate disposition of the materials collected (i.e. reuse and recycling versus disposal);
7. the compliance history of the recycling and/or disposal facilities that will be utilized and;
8. degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; and
9. estimated Cost of Services.

The LFUCG will provide the following:

- cubic-yard containers (non UN specification) for non-hazardous solid waste
- management of non-hazardous waste and recyclables (such as cardboard and household landfill waste)
- ample number of staff/labor for activities such as traffic control, off-loading, participant surveys, etc.
- traffic cones
- promotion for the event
- refreshments, and lunch will be provided for workers of the selected vendor, LFUCG employees, and other site workers
- restroom facilities
- shelters, covered area, or tent for non-waste handling areas (such as lunch/break area)
- personal protective equipment (PPE) for volunteers and LFUCG employees.
- Fire Department personnel
- fork lifts and operators

The LFUCG reserves the right to provide additional items/materials at our discretion to reduce our costs.

C. VENDOR RESPONSIBILITIES

The selected vendor must make a site visit to the collection site at least one month prior to the collection event to determine suitability and to identify any potential concerns. This site visit must be made jointly with LFUCG personnel.

The successful vendor assumes responsibility for all waste collected during the event. The vendors name and EPA ID number will appear as the generator of the waste on all manifests and other legal documents. As in previous events, the LFUCG requires that the successful vendor obtain all required permits and authorizations to include applicable federal EPA and Kentucky permits. The selected vendor will be expected to provide enough manpower and equipment so that at least four (4) lanes of vehicles can be off-loaded simultaneously, with a goal of accommodating an estimated 3,000 vehicles. Other responsibilities assumed by the vendor are:

- mobilization, including travel and supply trucks, to and from the collection site;
- set up and tear down of tents, tables and work areas: Vendor must arrive on-site at least three hours before collection event begins to set up, (access to the site for the day/night before can be made available). *Vendors are subject to a penalty of 10% off the project cost for failure to comply with this requirement;*
- overall responsibility and oversight for the entire event, from set-up to closure of site;
- overall responsibility for site safety to include responsibility for preparing and implementing a site health and safety plan covering all workers and participants;
- pre-event safety and education session for all event staff and volunteers on the day of the event;
- provide adequate management and labor-staff on site during the entire event;
- provision of appropriate insurance, indemnification, and safety and loss coverage and procedures to include commercial general liability, automobile liability, workers compensation with employee liability, and contractor's pollution legal liability with consultants environmental liability;
- provision of DOT-approved totes, drums, Gaylord boxes, and other shipping containers;
- provision of spill containment, neutralization materials and lab carts;
- provisions of spill clean-up equipment and absorbents;
- spill clean-up;
- classification, segregation, and packaging of waste by hazard class in compliance with DOT, EPA, state, and local regulations;
- testing to determine the correct hazard classification of unknown materials;
- proper waste drum labeling, manifesting, permitting, and other paperwork required by law;
- provide timely on-site cost-tracking to include hourly updates to the LFUCG of estimated costs incurred to that point;
- removal of collected materials from the collection site by midnight of the collection day, unless otherwise authorized by the LFUCG: *Vendors are subject*

to a penalty of 10% off the project cost for failure to comply with this requirement;

- recycling, reuse or disposal of the collected materials at EPA approved facilities;
- provision of a completed manifest or other form document the treatment status of the collected materials within 90 days of the event;
- completion of a detailed final report and bill summarizing the activities of the HHW event, the key statistics and data from the collection event, including, weight and volume, type, and disposition of material/item, the costs of services provided, and any recommendations for improving future HHW events. Final report and bill should be sent within 30 days of the event;
- provide necessary scale equipment to weigh collected waste material; and
- ensure that at the end of the event, the LFUCG site (old landfill pad) and any surrounding areas used for the HHW event are restored to the same condition that existed prior to the event.

D. ACCEPTANCE OF MATERIALS

Collection is limited to residents of Fayette County. Materials that may be dropped off include, but are not limited to:

Fall Haul 2014 - Acceptable Items

Automotive Products

antifreeze	auto wax	batteries (auto, boat, etc.)**
carburetor cleaner	diesel fuel	engine cleaners
engine degreasers	fuel oil	gas & diesel additives
gasoline, old	motor oil and filters**	oil & transmission additives
transmission fluid	waste windshield cleaner fluid	

Fertilizers & Pesticides

algacides	bug spray/sticks	dioxin
fertilizers containing nitrogen	fungicides	herbicides/weed killers
insecticides (ant & roach powder)	insecticides (garden dusts & sprays)	pet flea & tick products
rodenticides		

Paint Products & Solvents

auto paint	brush cleaner	creosote
finishes	furniture stain remover	furniture strippers
lead paint	linseed oil	mineral spirits
oil-based paints	paint removers	paint strippers
paint thinners	polyurethane coatings	preservatives
primer paint	rust removers	turpentine
varnishes	water based/latex paints**	

Household Products

acids	adhesives	aerosol cans
alcohols	ammonia	arsenic
artist supplies	ballast PCB	batteries – household*
carpet cleaner	caulking	chlorine
compressed gas cylinders	contact cement	correction fluid
cutting oils	cylinders (propane, helium)	degreaser
disinfectants	drain cleaners	dyes
ether	fiberglass epoxy	fire extinguishers
floor adhesive	floor waxes	fluorescent lightbulbs
furniture polish	glass cleaners	glue ink
kerosene	liquid shoe polish	mercury
metal polishes	metal primer	moth balls/flakes

nail polish or remover	oven cleaner	photographic chemicals
plant food	roofing tar	rubber adhesives
solvents	spackling (drywall compound)	spot or stain removers
spray cleaners	swimming pool chemicals	tile adhesives
upholstery cleaner	wood preservatives	wood sealers

*(alkaline, NiCad, lithium)

**Latex and water based paint, motor oil, motor oil filters and batteries (auto and boat) will be accepted at the event, at the discretion of LFUCG, but will need to be invoiced (or credited) separate from the other material, since the cost for disposal isn't covered by the Kentucky Department of Environmental Protection grant. Please note, the vendor may not be responsible for handling all the latex and water based paint, some of it may be handled by a local non-profit recycler.

Unacceptable Items

Dangerous items (explosives, ammunition, radioactive materials, etc.) will not be accepted per grant restrictions, with the exception of small caliber ammunition which will be managed by the LFUCG Department of Public Safety.

appliances (microwave oven, toaster, air conditioner, hair dryer etc.)
 asbestos-containing material
 electronics (TV's, computer gear, etc).
 explosives/ammunition
 infectious waste
 medical waste
 pharmaceuticals
 radioactive materials
 smoke detectors
 tires
 white goods (dishwasher, clothes washer, dryer, etc.)

E. PROPOSAL REQUIREMENTS

The proposal submitted should include the following information:

- completed Part I. Vendor Qualifications sheet;
- completed Part II. Site Set-Up sheet;
- completed Part III. Household Hazardous Waste Collection Price Sheet.
- a description of vendor qualifications
- examples of relevant work performed in the recent past, including the name and phone number of a contact person for each example (the LFUCG reserves the right to contact these references)

- proof of all necessary state and federal licenses, permits and authorizations required for the collection, transportation and disposal of the collected wastes
- copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies in the past five years against the primary vendor, the parent company and the probable sites to be used for waste disposal
- copies of any letters of commendation, awards, or other recognition received in the last five years
- a detailed list of key personnel working on the project
- a detailed list of persons who will be on site during the collection day, including relevant experience, qualifications, and a detailed list of duties to be performed that day for each individual
- the number of vendor employees that will be on site working the event and the number of hours you anticipate they will be working
- an example of a typical site set-up including vehicle unloading, material identification and separation, material bulking, non-regulated waste disposal, and truck loading
- a plan for handling overflow of materials or traffic at the site, including plans to obtain more drums, gaylords, or roll-off boxes, and plans to use areas of the site for traffic control
- a description of the on-site cost tracking method
- a detailed equipment list for the collection site including materials for fire prevention, safety, personal protective equipment, material bulking, and any other supplies or equipment necessary for this event, including process for each item.
- a complete list of the recycling, disposal, and/or transfer facilities to be used by the vendor including company name, address, contact name and phone number, federal ID number, types of waste(s) accepted, and method(s) to be used.
- a detailed description of how individual materials will be managed on site during the event as well as once the materials leave the site
- a copy of lithium battery handling and transport policy (compliant with DOT Guidelines)
- a copy of protocols for identifying unknown materials.
- a description of spill and fire prevention plans, emergency response plans, and health and safety plans
- a detailed description of the training vendor will provide to volunteers and LFUCG staff
- documentation of insurance
- a list of the names of the subcontractors proposed for the any part of the event, If the contractor intends to use a subcontractor for any phases of the event such subcontractor shall be approved by the LFUCG before any work is accomplished.

In addition to this information, the proposal should include a complete estimated project cost and proposal based on the details provided on the attached pages.

F. STATISTICS & QUANTITY ESTIMATES

Please see Table 1 for information from the last Household Hazardous Waste Collection event held by the LFUCG in 2010. Approximately 1,500 vehicles were serviced during the 2010 event. (Participation was lower than expected due to inclement weather and the event had ended earlier than planned). The 2010 quantities are presented below to aid vendors in pricing and preparing for the 2014 event. These quantities are not guaranteed for the 2014 event.

Respondents should note the LFUCG reserves the right to divert select wastes from the waste stream on the day of the event so that these can be optimally managed and to reduce costs to the LFUCG. For example, the LFUCG desires that some of the usable water-based (latex) paint be diverted out of the collection process at the event for reuse through our existing partnership with Habitat for Humanity Restore to the extent practical.

Similarly it may be advantageous for the LFUCG to contract directly with vendors (to include vendors that may not have responded to the RFP) that would pay for materials received during the HHW event that have an obvious marketable value (such as lead acid batteries). Respondents are encouraged to indicate how they would manage these types of materials and how much they will credit (pay) the LFUCG for these materials in Part III – Household Waste Collection Proposal Price sheet. The LFUCG reserves the right to utilize vendors other than the successful vendor for these marketable items should we determine it is advantageous to do so.

Finally, the LFUCG is restricted from paying for disposal of certain materials using Kentucky Department of Environmental Protection grant funds. The LFUCG may want to accept these materials but manage them in alternate ways if that proves acceptable to the state. Used oil is a one example. The LFUCG may enter into a recycling arrangement with vendors to recycle used oil at no cost to the state.

TABLE 1
2010 HHW EVENT TOTALS

Products	Amount
Antifreeze	690 lbs.
Flammable Solvents Liquids	8,775 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,221 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	38,965 lbs.
Mercury	22 lbs.
Fertilizers & Pesticides	11,280 lbs.
Waxes, Joint Compounds, Latex Adhesives	1,000 lbs.
Consumer Commodity Flammables	13,999 lbs.
Aerosol Cans	3,566 lbs.
Non-Motor Oil Used Oils	3,566 lbs.
Corrosives	2,370 lbs.
Fluorescent bulbs	2,088 feet
PCB Ballast	986 lbs.
Propane Cylinders	136 (# of cylinders)

Important Information

The Total Disposal Cost (Part III- Household Hazardous Waste Collection Proposal Price sheet) should be calculated by using the quantities listed in Table 2 below. The amounts listed below are estimates for price comparison only and are not guaranteed. Note: the quantities are specified in **pounds**, the preferred pricing method, unless otherwise stated. Respondents should also specify in their pricing the amount to be remitted/credited to the LFUCG (if any) for any items that have marketable value such as lead acid batteries.

The price estimate table is to be used by LFUCG to compare proposals. The actual characterization of the material collected at the event will likely be different.

TABLE 2
2014 HHW EVENT PROJECTIONS

Products	Amount
Antifreeze	1,500 lbs
Flammable Solvents Liquids	50,000 lbs
Lab Packs for Treatment/Incineration	5,000 lbs.
Lab Pack Reactives	500 lbs
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers)	30,000 lbs.
NON-LATEX Paint Related Material (Non-Processable pints & quarts)	15,000 lbs.
Mercury	350 lbs.
Fertilizers & Pesticides	45,000 lbs.
Waxes, Joint Compounds, Latex Adhesives	1,000 lbs.
Consumer Commodity Flammables	15,000 lbs.
Aerosol Cans	25,000 lbs.
Non-Motor Oil Used Oils	15,000 lbs.
Corrosives	12,000 lbs.
Fluorescent bulbs	8,000 feet
PCB Ballast	1,000 lbs.
Propane cylinders	200 (# of cylinders)

Fall Haul 2014

Household Hazardous Waste Collection Proposal

Part I: Vendor Qualifications

Please describe vendor qualifications, including examples of relevant work performed in the recent past. Include the name and phone number of a contact person for each example provided. Attach to this sheet proof of all necessary state and federal licenses and permits needed for the transportation and disposal of wastes; copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies within the last five years against the primary vendor, parent company, or probable sources of waste disposal; and copies of any letters of recommendation, awards or other recognition received in the last five years.

Fall Haul 2014
Household Hazardous Waste Collection Proposal
Part II: Site Set-up

The event will take place at the LFUCG old landfill pad, located at 1631 Old Frankfort Pike, Lexington, KY. Cars will enter the site through Jimmie Campbell Drive and exit on Old Frankfort Pike. (Aerial photo of site is attached).

Please provide examples of set-up diagrams for events conducted by your company, especially those with a high volume of traffic that included 4 lanes. Diagrams should include the following areas: Vehicle Unloading, Material Identification and Separation, Material Bulking, Non-Regulated Waste Disposal, and Truck Loading. Please include plans for handling overflow of traffic and materials, including plans to add more lanes for unloading and plans to bring in materials from outside to accommodate excess wastes. Please attach a description of spill and fire prevention plans, an emergency response plan, and a detailed outline of any volunteer training program provided by the vendor. The protocols for testing for unknown substances and packaging/transporting lithium batteries should also be attached.

Please note that the site of the event is a landfill cap, with an asphalt pad cover. Tents can't be staked and grounding rods can't be used. The pad and surrounding area will need to be maintained the same condition that existed prior to the event.



4879 Spring Grove Avenue
Cincinnati, OH 45232

August 20, 2014

Attention: Theresa Maynard, Senior Buyer
Lexington-Fayette Urban County Government
Division of Central Purchasing
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Reference: RFP #41-2014 Hazardous Household Waste Collection Event – Fall Haul 2014

Dear Ms. Maynard,

Clean Harbors Environmental Services, Inc. (“Clean Harbors”) will provide Household Hazardous Material (HHM) collection services per your bid requirements. Enclosed is our bid response.

As the largest hazardous waste disposal and management service provider in North America, Clean Harbors has the financial stability and resources to meet and exceed your collection and disposal requirements. Our comprehensive solutions provide value beyond simple price.

- Clean Harbors’ network of RCRA permitted recycling and treatment facilities provides you with the assurance of reliable waste handling and protects you from the liability exposure of waste brokering.
- Our Work force of experienced chemists, specialist, and technicians have the proper training as well the unique experience of providing service to the county’s specifications.
- Clean Harbors’ regional compliance staff, in addition to our corporate compliance staff, provides a higher assurance of regulatory compliance. You also receive the benefit of access to technical resources amassed from a nationwide pool.

We look forward to providing you these necessary and vital services. If you have any questions, please call me at 513.615.6417 or via email oppm@cleanharbors.com.

Sincerely,

A handwritten signature in cursive script that reads "Matt Opp".

Matt Opp
Technical Services Operations Manager

EXHIBIT B

HHW Collection Event – Fall Hall 2014

RFP# 41-2014: Due August 21, 2014, 2:00 PM

Household Hazardous Waste Services



Presented By:

CleanHarbors

Clean Harbors Environmental Services, Inc.

4879 Spring Grove Avenue
Cincinnati, OH 45232

Contact: Matt Opp: 513.615.6417
oppm@cleanharbors.com

**Lexington-Fayette Urban County
Government**

Division of Central Purchasing
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

TABLE OF CONTENTS

EXECUTIVE SUMMARY 3

BID FORMS 6

PART I: VENDOR QUALIFICATIONS 15

 A. COMPANY DATA 15

 B. COMPANY OVERVIEW 16

 Comprehensive Services 16

 C. GENERAL EXPERIENCE 19

 D. HHW EXPERIENCE 20

 E. PERSONNEL EXPERIENCE 21

 Onsite Project Management 23

 Onsite Responsibilities 23

 HHW Employee Training Requirements 24

 F. RELEVANT WORK / REFERENCES 25

 G. PROOF OF PERMITS 26

 Transportation 26

 Disposal 28

 H. 5 YEAR COMPLIANCE 31

PART II: SITE SET-UP 32

 A. SITE SET UP AND DIAGRAM 32

 Site Diagram Descriptions 33

 MOBILIZATION AND SITE SETUP 34

 B. EXCESS MATERIALS 35

 Traffic Overflow 35

 Additional Supplies 35

 C. HEALTH & SAFETY PLANS, SPILL RESPONSE & EMERGENCY RESPONSE 36

 D. VOLUNTEER TRAINING 36

 E. UNKNOWN TESTING 36

 F. LITHIUM BATTERY PACKAGING 38

PART III. HOUSEHOLD HAZARDOUS WASTE COLLECTION PRICE SHEET 39

 BID ASSUMPTIONS/CONDITIONS 47

ADDITIONAL INFORMATION REQUESTED 49

 ON-SITE COST TRACKING 49

 SUBCONTRACTORS 49

EQUIPMENT LIST49
 Paint Squisher.....50
LIST OF RECYCLING, DISPOSAL, OR TRANSFER FACILITIES.....50
 Clean Harbors Owned and Operated Facilities50
 Third Party Waste Disposal Facility List51
 Waste Tracking52
DESCRIPTION OF ONSITE ACTIVITIES53
 Receiving and Segregating Waste53
 Waste Packaging53
 Bulking / Consolidation.....54
 Manifesting and Labeling.....55
 Demobilization.....55
INSURANCE DOCUMENTATION57

ATTACHMENT 1: Letter of Commendation

ATTACHMENT 2: Transportation Permits

ATTACHMENT 3: 5 Year Complaine History

ATTACHMENT 4: Clean Harbors HHW Supervisor’s Manual

EXECUTIVE SUMMARY

As the nation's largest environmental service company with experience in household hazardous waste, Clean Harbors Environmental Services, Inc. (Clean Harbors) continues to associate themselves with successful collection programs. Our staff in Cincinnati, OH looks forward to servicing your **2014 Spring Clean Household Hazardous Waste (HHW) Collection Event**.

The information included in this bid proposal highlights some of the features and benefits of our company and how Clean Harbors intends to service the residents within the Lexington-Fayette Urban County in a professional, cost-effective manner.

Turnkey Service

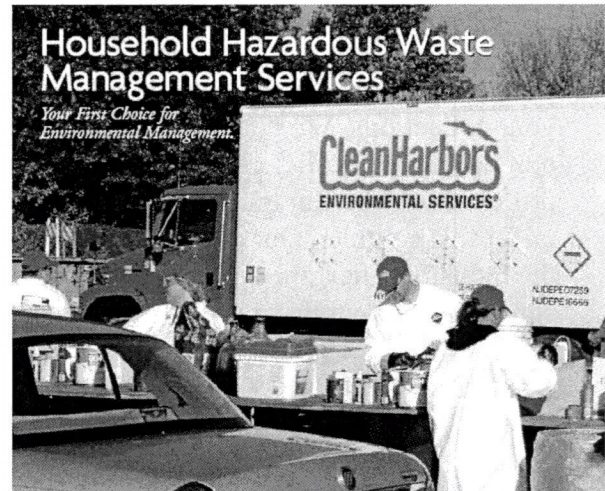
Clean Harbors will provide the experienced labor, materials, equipment, tools, trucks, labels and paperwork to get the job done right. We will collect, label, manifest, transport and dispose of all acceptable household hazardous brought to your collection facility. We maintain all required state and federal permits and licenses for transporting all waste generated at the collection event. Since one company handles everything, LFUCG can enjoy complete turnkey service while decreasing your concern and your liability.

Largest Network of In-House Treatment, Storage, Disposal Facilities

Clean Harbors maintains a network of over 100 Service Centers and 50 Hazardous Waste Management Facilities located across the U.S., Canada and Puerto Rico. Through its' network of Hazardous Waste Management Facilities and Technical Service Centers, Clean Harbors can provide the LFUCG with the most responsive and effective program of hazardous waste management, treatment and disposal in the industry. Having such a large network of in-house treatment capabilities means added security to our customers since less material is shipped to third-party vendors.

Local Resources

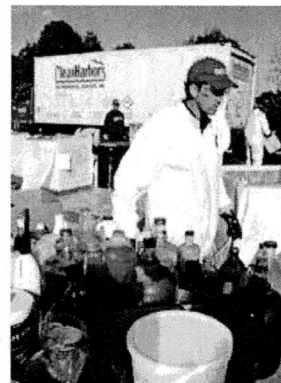
Our Technical Service Center located in Cincinnati, OH is well positioned to service the collection events. This site is staffed with trained chemists to perform your pickups. In addition to our Cincinnati site, we have a huge number of resources in the region including service centers, satellite offices and disposal facilities that will ensure we will have enough people, supplies and equipment to run any size collection event. What all this means for LFUCG is that you will have a company running your programs that knows everything there is to know about HHW collection events and has the labor, tools and know how to get the job done.



High Staffing Levels of Dedicated In-House Site Teams

Clean Harbors has worked to provide dedicated field teams to service your collections. We do not utilize temporary laborers that can be unreliable and inefficient. Our local facilities are staffed with professional HazMat trained personnel, qualified to perform work under this contract. Our personnel have the most extensive training in the industry. They are skilled workers who ensure that your operation complies with public safety and environmental laws and regulations.

Having a large number of skilled and experienced personnel ensures smooth and efficient programs.



Extensive Experience

Clean Harbors has positioned itself as the leader of HHW management programs in North America. We currently average 45 HHW events per weekend. During the height of the HHW season that average climbs to over 60 events for a period of 24-32 weekends per year. In 2013 Clean Harbors successfully executed over 4200 HHW collections resulting in the safe and environmental sound disposal of more than 21,000 tons of HHW. Our years of experience and service will benefit you by ensuring that your residents will be serviced professionally and quickly; and your waste will be managed safely and compliantly.

Cradle to Grave Waste Tracking System

Our Internet-based online services provide customers with instant access to key records related to transactions including complete waste tracking from pickup to final disposal. Regardless of where the material is shipped, our industry-leading system has the ability to generate quarterly reports mapping the path that LFUCG's waste took from pickup to disposal. This is beneficial to the County because you can easily determine where every pound of waste material was disposed.

Financially Strong

Clean Harbors is the largest hazardous waste disposal company in North America and has been in the industry for over 34 years. We are a publicly traded company (symbol CLH) on the NYSE with greater than \$3.5 billion dollars in revenues and over \$510 million dollars in EBITDA. Our financial strength provides the County with unsurpassed liability protection and financial assurance.

Maximum Liability Protection

Clean Harbors assumes generator status of all waste removed from participant vehicles and packaged by Clean Harbors. Assuming generator status means we acquire all rights, titles, and liability to waste removed from site. As added protection, Clean Harbors can manage the majority of the waste internally and limits its external disposal / recycling facilities to those that meet stringent environmental audits. Clean Harbors also maintains an extensive Insurance Program insuring our workers, customers and the physical assets of the company are covered.

Why Clean Harbors?

Setting new standards in environmental and waste management - Now and always.

We are delighted to offer LFUCG our experience, qualifications and technologies that will exceed the requirements of your Household Hazardous Waste Collection program. We understand the unique requirements of managing successful household hazardous waste collection programs. LFUCG deserves a company that not only has past experience in performing this collection event, but also a company that can offer safe, cost effective and compliant methodologies for the management of the waste. By choosing Clean Harbors to provide waste collection, transportation and disposal services, LFUCG will receive access to all of the equipment, supplies, materials and experienced personnel needed to successfully operate its HHW program, as well as the best facilities to manage the hazardous wastes and associated liabilities.



We are prepared and would deeply appreciate an opportunity to discuss our proposal in more detail prior to your final selection of a contractor. In the mean time, if you have any questions as you go through our proposal, please contact Matt Opp, Technical Services General Manager at 513.615.6417 or oppm@cleanharbors.com. Additionally, you may contact James Gintz, CleanPack Specialist at 513.615.6219 or gintz.james@cleanharbors.com.

BID FORMS

The following required bid forms are included in this section of our bid response.

- ✓ Affidavit
- ✓ Equal Opportunity Agreement
- ✓ Workforce Analysis Form & EEO Report
- ✓ Affirmative Action and DBE Contract Participation Form
- ✓ LFUCG MBE/WBE Participation Form

AFFIDAVIT

Comes the Affiant, Phillip G. Retallick, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Phillip G. Retallick and he/she is the individual submitting the proposal or is the authorized representative of Clean Harbors Environmental Services, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

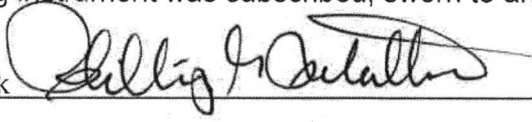
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

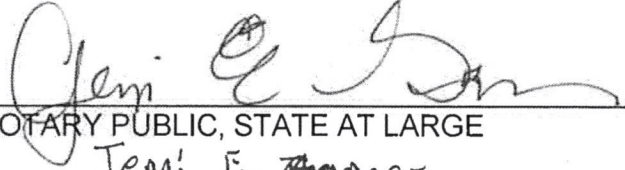
STATE OF South Carolina

COUNTY OF Richland

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

by Phillip G. Retallick  on this the Nineteenth day of August, 2014.

My Commission expires: August 2, 2020


NOTARY PUBLIC, STATE AT LARGE
Jerri E. Garner
(56)



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:

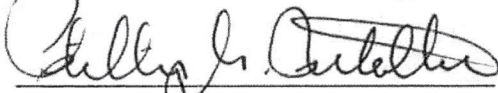
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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 Phillip G. Retallick

Clean Harbors Environmental Services, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Clean Harbors Environmental Services, Inc.

Date: 09 / 19 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen		See attached EEO Report.									
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: Ken Burgess, Proposal Manager
Name & Title

CO= M519793
U= M519793

**EQUAL EMPLOYMENT OPPORTUNITY
2013 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2**

SECTION B - COMPANY IDENTIFICATION

1. CLEAN HARBORS ENVIRONMNTL SVCS INC
42 LONGWATER DRIVE
NORWELL, MA 02061

SECTION C - TEST FOR FILING REQUIREMENT

2.a. CLEAN HARBORS ENVIRONMNTL SVCS INC
42 LONGWATER DRIVE
NORWELL, MA 02061
1-Y 2-N 3-Y DUNS NO. 157793639

SECTION D - EMPLOYMENT DATA

C. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FI MALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	1	156	1	0	3	0	0	0	27	1	0	0	0	0	189
FIRST/MID OFFICIALS & MGRS	52	6	509	54	2	14	5	2	2	90	5	0	4	0	0	743
PROFESSIONALS	40	8	417	31	2	22	1	6	14	246	14	0	11	0	1	799
TECHNICIANS	5	1	35	10	0	2	1	1	1	6	1	0	0	0	0	62
SALES WORKERS	6	0	194	9	0	2	1	1	1	51	0	0	3	0	0	267
ADMINISTRATIVE SUPPORT	2	22	49	5	1	2	0	0	0	207	14	0	8	0	4	314
CRAFT WORKERS	292	18	1125	209	15	35	13	30	17	60	17	0	9	1	3	1827
OPERATIVES	290	3	1108	371	9	15	9	17	19	27	19	0	1	0	1	1870
LABORERS & HELPERS	0	0	2	4	0	0	0	0	2	1	0	0	0	0	0	9
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	687	59	3595	694	29	95	30	57	72	716	72	0	36	1	9	6080
PREVIOUS REPORT TOTAL	627	62	3395	679	19	93	27	52	74	698	74	0	31	2	4	5763

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/01/2013 THRU 09/15/2013

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: LUCILLE FRUZZETTI
EEO-1 REPORT CONTACT PERSON: LUCILLE FRUZZETTI
EMAIL: lucille.fruzzetti@cleanharbors.com

TITLE: HR ANALYST
TITLE: HR ANALYST
TELEPHONE NO: 7817925000

CERTIFIED DATE[EST]: 09/27/2013 03:13 PM

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # LFUCG RFP #41-2014

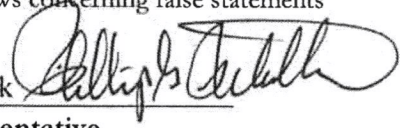
The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Gurman Container & Supply Corporation 800 North 3rd Street, Terre Haute, IN 47807 Phone: 800.448.7626 Email: info@gurmancontainer.com	Provide supplies for lab packing and bulking of materials, such as poly and steel drums, and flexbins, etc.	Estimate Total Dollar Value of supplies is: \$14,659.46	Estimated Percentage: 10%
2.			
3.			
4.			

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

Clean Harbors Environmental Services, Inc.
Company

August 19, 2014
Date

Phillip G. Retallick 
Company Representative

Senior Vice President, Regulatory Affairs
Title

Spring Clean 2014

Household Hazardous Waste Collection Proposal

PART I: VENDOR QUALIFICATIONS

Please describe vendor qualifications, including examples of relevant work performed in the recent past. Include the name and phone number of a contact person for each example provided. Attach to this sheet proof of all necessary state and federal licenses and permits needed for the transportation and disposal of wastes; copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies within the last five years against the primary vendor, parent company, or probable sources of waste disposal; and copies of any letters of commendation, awards or other recognition received in the last five years.

A. COMPANY DATA

Corporate Office	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, MA 02061
Parent Company	Clean Harbors, Inc., a Massachusetts Corporation
Billing Address	Clean Harbors Environmental Services, Inc. P.O. Box 510 Boston, MA 02102
Local Servicing Office*	Clean Harbors Environmental Services, Inc. 4879 Spring Grove Ave. Cincinnati, OH 45232 Telephone: (513) 861.6242 Fax: (513) 681-0869 Ohio EPA Part B Permit No. OHD 000 816 629

* This will be the primary Technical Service Center (TSC) where equipment and personnel resources are dispatched and will also serve as the primary Transfer, Storage and Disposal Facility (TSDF) for receipt of waste. See attached Facility Fact Sheet for detail on this facilities present physical condition.

Principal Contact** James Gintz
CleanPack Specialist
Telephone: (513) 681-5738
Mobile Number: (513) 615-6219
gintz.james@cleanharbors.com

** The Principal contact is responsible for overall execution of this RFP and maintenance of any resulting contract.

B. COMPANY OVERVIEW

Clean Harbors is the leading provider of environmental, energy and industrial services throughout North America. The Company serves a diverse customer base, including a majority of the Fortune 500 companies, thousands of smaller private entities and numerous federal, state, provincial and local governmental agencies. Through its Safety-Kleen subsidiary, Clean Harbors also is a premier provider of used oil recycling and re-refining, parts washers and environmental services for the small quantity generator market.

Within Clean Harbors Environmental Services, the Company offers Technical Services and Field Services. Technical Services provide a broad range of hazardous material management and disposal services including the collection, packaging, transportation, recycling, treatment and disposal of hazardous and non-hazardous waste. Field Services provide a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis.

Within Clean Harbors Energy and Industrial Services, the Company offers Industrial Services and Oil & Gas Field Services. Industrial Services provide industrial and specialty services, such as high-pressure and chemical cleaning, catalyst handling, decoking, material processing and industrial lodging services to refineries, chemical plants, pulp and paper mills, and other industrial facilities. Oil & Gas Field Services provide exploration, surface rentals, solids control, and environmental services to the energy sector serving oil and gas exploration, production, and power generation.

Clean Harbors' Safety-Kleen subsidiary is a leading North American used oil recycling and re-refining, parts washers and environmental solutions company for small quantity waste generators supported by the largest re-refining capabilities to convert used oil into base and blended lube oils. Safety-Kleen provides a broad set of environmentally-responsible products and services that keep businesses in balance with the environment.

Headquartered in Norwell, Massachusetts, Clean Harbors has waste disposal facilities and service locations throughout the United States and Canada, as well as Mexico and Puerto Rico.

Comprehensive Services

Our Service Centers are the primary interface with customers. In addition to the service efficiencies and cost savings provided by the proximity of Clean Harbors' locations, the wide range of comprehensive environmental services available through Clean Harbors Service Centers assures local access to support services and consultation.

Company Services Fact Sheet

Technical Services

Technical Services—provides a broad range of hazardous material management services including the packaging, collection, transportation, treatment and disposal of hazardous and non-hazardous waste at Company-owned incineration, landfill, wastewater and other treatment facilities.

Waste Disposal

- Bulk waste disposal
- Drum waste disposal
- Incineration
- Wastewater treatment
- Landfill
- Fuel blending
- PCB disposal
- Explosives management
- Medical waste management and destruction
- Consumer product disposal
- Shredding services
- Large-scale waste removal and disposal projects
- Container management
- Transportation services
- Coolant management services

Recycled Services

- Chemical and solvent recycling
- Reuse, recycling and reclamation
- Chemical distribution and product sales
- Used oil and oil products recycling
- Electronic and obsolete equipment recycling and disposal
- Light bulb recycling
- Dry cleaning and imaging services

Chemical Packing

- CleanPack® laboratory chemical packing
- Reactive material services
- Cylinder and compressed gas management
- CustomPack® self-pack program
- Laboratory moves
- DEA controlled substance management
- Radioactive services and disposal

Household Hazardous Waste

- Temporary one-day collections
- Agricultural and pesticide collections
- Permanent collection facilities and depots
- Mobile collection programs
- Door-to-door collection programs
- Universal waste programs
- Special waste events
- Small quantity generator programs
- Consulting services

Online Services

- Profile Management
- Drum Scheduling
- Management Reports

Safety-Kleen

Safety-Kleen—provides used oil collection and re-refining services, and parts washers to the automotive industry, and allied products and a full range of environmental solutions for small quantity generators across North America.

Oil Solutions

- Used oil collection
- Oil re-refining
- EcoPower® engine oil

Parts Cleaning Technologies

- Aqueous parts washers
- Solvent parts washers
- Paint gun cleaners
- Aqueous and solvent chemistries

Cleaning Products

- Safety-Kleen professional products
- Absorbents and wipers

Waste Management

- Fuel blending services
- Universal waste
- Automotive waste
- Landfill disposal
- Hazardous waste
- Solvent recycling
- Incineration service
- Wastewater treatment

Vacuum Services

- Oil water separator service
- Spill cleanup
- Drain, sump, pit and trench cleanout
- Tank pump out
- Process water disposal
- Sewer water drains
- Non-hazardous liquids and sludge disposal

Emergency Response

- 24/7/365
- Oil spill response
- Chemical and hazardous material spill response

Total Project Management

- Environmental services project specialists
- Single point of contact
- Remediation
- Technical services

Automotive Fluids

- Bulk Khameleon™ antifreeze/coolant
- Bulk Icebreaker™ windshield washer fluid

safety-kleen.
A Clean Harbors Company



Company Services Fact Sheet

Industrial & Field Services

Industrial & Field Services—provides industrial and specialty services such as high-pressure and chemical cleaning, catalyst handling, decoking, and material processing to refineries, chemical plants, and other industrial facilities. Also provides a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis.

Emergency Response

- Oil spill response
- Chemical and hazardous material spill response
- Biological and infectious agent response
- Natural disaster response
- Emergency pump-outs
- Emergency waste disposal
- Standby emergency response coverage
- National response coverage programs

InSite Services

- Customized on-site environmental and industrial services
- Management and regulatory reporting
- Environmental program administration

Field Services

- Vacuum services
- Tank cleaning
- Decontamination
- Product recovery and transfer
- Demolition and dismantling
- Scarifying and media-blasting
- Steam cleaning
- Excavation and removal
- Facility closures
- Rail-car cleaning and inspection
- Maritime services
- Remediation services

Transformer Services

- Electrical equipment recycling and disposal
- Electrical equipment field services
- Removal, retrofill, recycling

Industrial & Specialty Services

- Catalyst services
- Decoking and pigging services
- Chemical cleaning
- High pressure services
- Dewatering and materials processing
- Outage and turnaround services
- Hydro-excavation
- Mining and SAGD support
- Liquid/dry vacuum
- Chemical hauling
- Tech Sonic cleaning technology

Lodging Services

- Permanent and temporary camps
- Client and open lodges
- Wastewater treatment plants
- Drill camps
- Manufacturing

Oil & Gas Field Services

Oil & Gas Field Services—provides fluid handling, fluid hauling, production servicing, surface rentals, seismic services, and directional boring services to the energy sector serving oil and gas exploration and production, and power generation.

Seismic Services

- Land and aerial surveying
- Line locating
- Line clearing and right of way clearing
- Mulching and hand cutting
- Shot hole and diamond drilling
- Land development
- Civil water and sewer infrastructure construction
- Seismic line cutting
- Helioportable drilling
- LiDAR mapping

Oilfield Transportation & Production Services

- Flush-by services
- Hot oiling
- Coil tubing
- Continuous rod services
- Pressure trucks
- Fluid handling, transportation and disposal
- Solids handling, transportation and disposal
- Hydro-excavation

Surface Rentals

- Drill camps and catering
- Wellsite trailers
- Solids control
- Centrifuges
- Auger tank technology
- Tank farms
- Mats
- Light towers
- Generators
- Sanitherm/SaniBrane water technology
- Chemical hauling

Directional Boring

- Drilling (conventional, mudmotor and air drilling)
- Directional punching
- Pipe ramming/pipe extraction
- Fusing services (licensed to fuse c900 pvc pipe)
- RG-05 rock shield pipe protection
- Soil testing and storage tank cathodic protection

Additional Services

- Fracking water treatment and disposal
- Drilling fluids and solids disposal
- Rolloff and frac tanks
- Oilfield hauling
- Downhole production services
- Transport production services



C. GENERAL EXPERIENCE

Over the last **34 years**, Clean Harbors has provided sound, environmentally safe and cost effective disposal options for hazardous waste materials through our Technical Services Group.

Our Technical Services product line has been developed specifically for the collection and transporting of all containerized and bulk waste (Transportation and Disposal), as well as the categorization, packaging and removal of laboratory chemicals for disposal (CleanPack®). Through a network of Technical Service Centers, we dispatch our trucks to pick up customers' waste either on a pre-determined schedule or on demand, and then deliver it to one of our nearby Treatment, Storage and Disposal Facilities (TSDF). From these same Technical Service Centers, we can dispatch chemists directly to a customer location for the safe collection of chemical waste for disposal.

Complete Transportation and Disposal Options

Clean Harbors offers a tremendous number of waste stream disposal options. From incineration, waste treatment, recycling and landfill disposal, to more specialized services such as fuel blending and explosives management, we employ the most advanced technologies to treat or dispose of your waste materials. Clean Harbors disposal capabilities include:

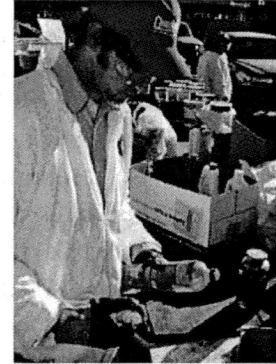
- ✓ Incineration,
- ✓ Wastewater Treatment,
- ✓ Reuse, Recycling and Reclamation,
- ✓ Fuel Blending,
- ✓ PCB Disposal,
- ✓ Laboratory Chemical Disposal,
- ✓ Used Oil and Oil Products Recycling,
- ✓ Explosives Management,
- ✓ Landfill

Further peace of mind comes knowing that the majority of the waste Clean Harbors treats, disposes of, or recycles is handled at a company-owned and operated waste-management facility. Unlike many of our competitors, Clean Harbors does not broker your waste or liability to others.

D. HHW EXPERIENCE

Clean Harbors has positioned itself as the leader of Household Hazardous Waste (HHW) Management Programs in North America. Our diversity and experience allow us to successfully implement a comprehensive service package specifically designed for each individual client. As the nation's leading environmental services provider with experience in HHW, Clean Harbors continues to associate itself with successful collection programs.

Nationwide, Clean Harbors has performed over 20,000 HHW collection events over the last two decades, and we currently average 45 HHW events per weekend. During the height of the HHW season, that average climbs to over 60 events for a period of 24-32 weekends per year. These events have ranged from small one-day collections to multiple-site regional and statewide collections. Types of programs managed include:

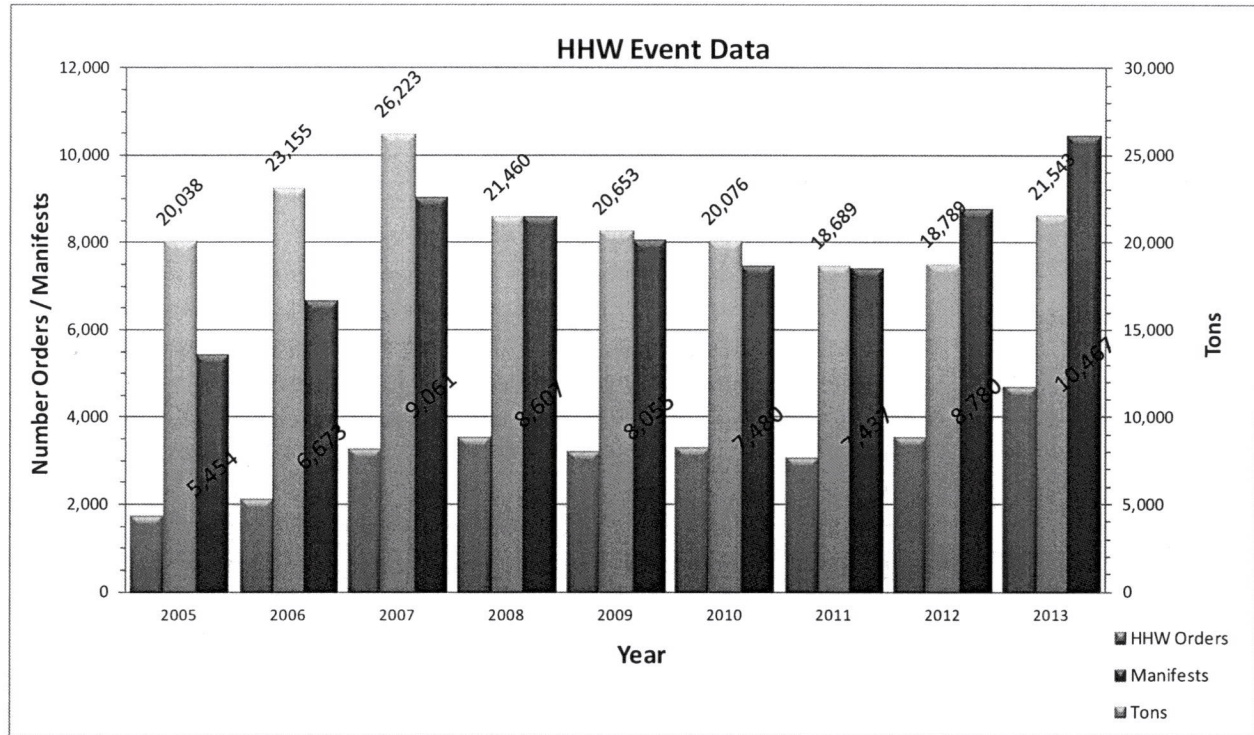


- ◆ Permanent HHW Collection Facilities
- ◆ Multiple One Day Collection Events
- ◆ Door- to-Door Collection Programs
- ◆ Reuse Programs
- ◆ Conditionally Exempt Small Quantity Generator and
- ◆ Temporary One Day HHW Collection Events
- ◆ Mobile HHW Collection Facilities
- ◆ Agriculture Pesticide Collection Events
- ◆ Landfill Load Check Programs
- ◆ Small Quantity Generator Programs (CESQG/SQG)

We are by far the most experienced and largest household hazardous waste service provider in the United States. This diversity and experience will allow Clean Harbors to successfully implement a comprehensive service package for LFUCG. The chart on the following page demonstrates the number of HHW Orders, Manifests and Pounds that we have successfully managed since 2005.

Over the past 5 years


**Clean Harbors disposes an average of 19,900 tons
of HHW waste annually**



E. PERSONNEL EXPERIENCE

Our CleanPack chemists/technicians have the most extensive training and experience in the industry. Our proposed staff for LFUCG consists of skilled workers who ensure that your operation complies with public safety and environmental laws and regulations. In addition to their formal education, all chemists have at a minimum, completed all EPA training per 40 CFR 264.16, all OSHA training per 29 CFR 1910 and various other training modules (i.e. DOT, CDL, emergency response, etc.) to increase performance and productivity. These individuals have performed numerous pickups, involving packaging and removal of laboratory chemicals from academic institutions and over a 1,000 hours of past household hazardous waste collections from local municipalities. All our lead chemists are college degreed and have more than 5 years of experience in the characterization of waste materials and the packaging and removal of hazardous wastes, including 5 years of experience managing mobile HHW collection events.

The table on the next page lists the names of individuals, titles and years of experience that may perform work on-site during the collection day. Additionally, we are able to draw on local personnel to work at this event from our Safety-Kleen branch located at 550 Blue Sky Parkway, Lexington, KY 40509.

Name	Yrs. of Experience	Title	Name	Yrs. of Experience	Title
					
James Gintz	15	Project Manager	Brad Schaffer	13	Driver Class A
Matt Opp	17	TSGM	Jerry Peters	20	Driver Class A
Robert Hague, CHMM	14	Sales	Richard Cervený	5	Driver Class A
Jason Hornbeck, CHMM	7	Project Manager	Mike Guthrie	17	Driver Class A
Chris Lawhead	8	FS Specialist	Nancy Molnar	17	Driver Class A
Mike Feegee	14	Regional H&S Manager	Ryan Zuburris	2	Driver Class A
Andy Brzezinski	9	Sales	Robert Walker	21	Driver Class A
Scott Fryman	8	Facility Manager	Robert Selby	13	Driver Class A
Nick Dixon	14	Project Manager	Blake Horton	5	Plant Operations
Chad Spiering, CHMM	20	Project Manager	Alan Fink	5	Plant Operations
Steve Bley	16	Compliance Manager	Dale Hoyte	22	Field Service Foreman
Roger Beatey	11	Operations Manager	Mike Gillespie	13	Field Service Foreman
David Fisher	19	Operations Manager	Tracey Law	12	Plant Operations
Steve Vasse	17	Facility GM	Justin Boggess	8	Field Service Tech
Trina Castro	15	CSR	Oscar Martinez	6	Field Service Tech
Barb Erdy	14	CSR	Dave Chesnut	14	Field Service Genreal Manager
Becky Plant	6	CSR	Scott Mcfarland	10	Field Service Foreman
Charles Streutker	5	Chemist	Kevin Blasco	5	Field Service Foreman
Kyle Wood	8	Chemist	David Becker	6	Field Service Tech
Corey DeRamus	14	Chemist	Dan Pitman	5	Field Service Tech/Driver
Frankie Feather	18	Chemist	Austin Emrick	2	HHW Tech
Paul Porter	3	Chemist	Stevens Sulender	2	HHW Tech
Sylvia Hadded	5	Chemist	Jess Stevens	4	HHW Tech
Nick Stringer	9	Chemist			
Sean Crawford	9	Chemist			
Jason Waters	7	Chemist			
David Sibert	15	Chemist			
RJ Howard	7	Chemist			
Adam Sabol	10	Chemist	Greg M. Taylor	10	Branch Manager
Mack Bell	11	Chemist	Steve Grogan	8	Customer Service Manager
Tom Goulessec	25	Chemist	Dawn Dennison	6	Lead Admin
Craig Alphin	6	Chemist	Kaleb Grant	8	Lead Material Handler
Steve Garlick	12	Chemist	Jed Lane	10	Sales
Dorin Beleaaua	8	Chemist	Chris Probus	9	Sales
Matt Chips	6	Chemist	Chad Hurst	5	Driver
Mike James	14	Sales	Bill Smith	3	Driver
Kirk Voss	14	Driver Class A	Brad Hale	8	Driver
Rick Exner	27	Driver/Chemist	Mike Burke	10	Driver
Jack Pernell	24	Driver Class A	Joe Elmore	15	Driver
Doug Morgan	24	Driver Class A			
Cliff McInyre	18	Driver Class A			
Bobby Selby	18	Driver Class A			
Chris Ashcraft	5	Driver Class A			



Onsite Project Management

A dedicated team of professionals based out of our Ohio Valley Technical Service Center in Cincinnati, OH will manage the Lexington-Fayette Urban County Government (LFUCG) Household Hazardous Waste Disposal program. This team oversees equipment and manpower resources within the entire State of Ohio, Western Pennsylvania, West Virginia, Northern Kentucky and Eastern Indiana. Servicing the State of Ohio alone, we have 100 qualified personnel located at four (4) strategically located offices that can perform HHW collections.

No other service provider has such a huge resource of in-house, qualified personnel in the industry.

Onsite Responsibilities

Matt Opp, Technical Services General Manager for the Ohio-Pennsylvania Region. Mr. Opp brings 17 years of industry experience, including 5 years of experience coordinating the CleanPack program for the region. Mr. Opp is the corporate sponsor for this contract who oversees the Technical Services Coordinators and Specialists and ultimately controls all Clean Harbors regional resources and will be involved in the collection program, including personnel, equipment, transportation and disposal for this contract.

Project Manager

James Gintz, currently serving as CleanPack Specialist will serve as the *Project Manager* and assist the Event Coordinator during Household Hazardous Waste Collection events. As the single point of contact, Mr. Gintz, will provide overall management of the project. Mr. Gintz has more than 15 years of related work experience performing numerous Household Hazardous Waste Collections in. State of Ohio, James has managed and worked on over 200 HHW events in his career.

Lead CleanPack Chemist / Supervisor - a Lead CleanPack chemist is responsible for site set up, safety and communication between the contact and Clean Harbors during the event. The site supervisor will also serve as the emergency coordinator in the case of an emergency. All our lead / supervisor chemists are college degreed and have more than 3 years of experience in the characterization of waste materials and the packaging and removal of hazardous wastes.

CleanPack Chemists - are responsible for properly categorizing and packing the waste, generating packing lists, properly labeling the drums and preparing all of the necessary regulatory documentation and certifications. This includes preparation of Hazardous Waste Manifests.

Household Hazardous Waste Technicians – are responsible for assisting with site set-up, surveying and unloading waste as needed. Labels and marks containers and loads containers onto transportation vehicles. General housekeeping functions such as recycling, sweeping, disposal of non-hazardous trash.

Together, the team ensures quality service, cost control, and risk containment. Furthermore, the implementation and administrating of a program of this type will be simplified by the application