

AFFIDAVIT

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

1. His/her name is Tanner Perdue and he/she is the individual submitting the bid or is the authorized representative of Blue Tank and Pump Rental, LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. [Signature] Tanner Perdue

STATE OF Kentucky

COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by Tanner Perdue on this the 13th day of May, 2021

My Commission expires: 9/18/2022

[Signature] # 609012
NOTARY PUBLIC, STATE AT LARGE



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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. Bids that are not submitted via Ion Wave will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional ~~4-1~~ year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - (xx) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- 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, veteran status, disability and age.



Signature

Blue Tank and Pump Rental, LLC
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance

written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

 Tanner Redue

05/12/2021


Signature

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Blue Tank and Pump Rental, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		20	1													20	1
Professionals		5	1													5	1
Superintendents		3	0													3	0
Supervisors		3	0													3	0
Foremen		0	0													0	0
Technicians		15	0													15	0
Protective Service		0	0													0	0
Para-Professionals		0	0													0	0
Office/Clerical		0	3													0	3
Skilled Craft		3	0													3	0
Service/Maintenance		4	0													4	0
Total:		53	5													53	5

Prepared by: Tanner Perdue President
 (Name and Title) 

Date: 5 / 13 / 2021

Revised 2015-Dec-15

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

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

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 MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

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

C. DEFINITIONS

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

being at least 51% owned, managed and controlled by one or more women.

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

faith efforts package

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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

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




LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 35-2021

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. none. All work requested for rental equipment is performed in house.				
2. We do not have any work on this bid to subcontract.				
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.

Blue Tank and Pump Rental, LLC Tanner Perdue 
Company **Company Representative**
5/12/2021 President
Date **Title**



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 35-2021

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

Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None This Bid is for rental equipment				
2. there are not subcontractor involved.				
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.

Blue Tank and Pump Rental, LLC Tanner Perdue 
Company Company Representative

5/12/2021
Date

President
Title



LEXINGTON


LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 35-2021

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

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. None no subcontractors on rental equipment Bid.					
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.

Blue Tank and Pump Rental, LLC Tanner Perdue 

Company

Company Representative

5/12/2021
Date

President
Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 35-2021
 Total Contract Amount Awarded to Prime Contractor for this Project T&M

Project Name/ Contract # <u>35-2021</u> <u>Temporary Pumping Services</u>	Work Period/ From: <u>2021</u> To: 2021 <u>2022</u>
Company Name: <u>Blue Tank and Pump Rental, LLC</u>	Address: <u>220 Stephens drive, nicholasville, ky 40354</u>
Federal Tax ID: <u>81-3800507</u>	Contact Person: <u>Tanner Perdue</u>

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
<u>none</u>	<u>No subcontractors on rental equipment</u>						

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.

Blue Tank and Pump Rental, LLC Tanner Perdue
 Company Company Representative
5/12/2021 President
 Date Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 35-2021

umping. All
equipment is
owned in house.
We are dealer
for all products.

No Subcontractors on Rental Equipment for Temporary bypass
By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

_____ Included documentation of quotations received from interested MWDBE firms and

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

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


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

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

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

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

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

<u>Blue Tackle and Pump Rental, LLC</u>	<u>Tanner Perdue </u>
Company	Company Representative
<u>5/12/2021</u>	<u>President</u>
Date	Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

**Bid 35-2021 –Temporary
Pumping Services**

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR 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 Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Pollution Liability endorsement.
- d. OWNER 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 OWNER and shall be in a form acceptable to OWNER. 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE.

4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID. THIS 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 BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

5.0 DEFINITION OF DEFAULT

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

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AS-NEEDED PUMPING SERVICES

Scope of Services

The Lexington Fayette Urban County Government (LFUCG) is accepting proposals from interested Pump and Power Service Contractor/Vendor who shall provide temporary pumping services to LFUCG on an as-needed basis.

LFUCG provides wastewater collection and conveyance, and treatment services to the general LFUCG Urban Services Area, as well as limited areas outside the Urban Service Area. Periodically, LFUCG has need for temporary pumping services, as well as equipment rental, in its sewer system and wastewater treatment facilities. These services may be on an emergency basis, requiring immediate response; or may be scheduled in advance. The equipment use options include 1) Contractor/Vendor provides, installs, and maintains equipment used to provide temporary bypass pumping services (LFUCG provides fuel), or 2) LFUCG will rent project specific equipment for use by LFUCG staff on an as-needed basis.

1. General Project Description

The Contractor/Vendor is required to furnish all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping system for the purpose of diverting flow for the duration of the work. This shall include the setting of plugs and any cleaning or other work required to prepare the sewer for bypass pumping or as directed by LFUCG. The work may be of an emergency nature, requiring immediate response; or the work may be scheduled in advance.

The design, installation, and operation of the temporary pumping system shall be the Contractor/Vendor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

LFUCG will be represented by the Wastewater Collection and Conveyance Manager, the Pump Station Maintenance Supervisor, the Town Branch Wastewater Treatment Plant Superintendent, the West Hickman Wastewater Treatment Plant Superintendent, the Municipal Engineer Senior, the Sewer Line Maintenance Superintendent, and the Construction Manager or designated representative (Engineer or On-Site Supervisor), who will be authorized to initiate and/or oversee work.

2. Scope of Services

Task 1: Work Plan Requirement

Before beginning non-emergency work, the Contractor/Vendor shall submit to LFUCG detailed plans and work descriptions outlining all provisions and precautions to be taken by the Contractor/Vendor regarding the handling of wastewater flows. The plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these contract documents. No work shall begin until all

provisions and requirements have been reviewed by LFUCG. LFUCG reserves the right to make modifications to the plan, work force, materials, or equipment. The Contractor/Vendor shall modify the plan as required by LFUCG. For emergency work, the Contractor/Vendor's on-site supervisor shall develop a work plan for approval by the LFUCG on-site supervisor.

At the discretion of the LFUCG supervisor, the plan shall include:

- Staging areas for pumps;
- Sewer plugging methods and types of plugs;
- Number, size, material, location, and method of installation of suction and discharge piping;
- Bypass pump sizes, capacities, number of each size to be on site and power requirements; however, LFUCG supervisor will review if standby pumps are required;
- Calculations of static lift, friction losses, and flow velocity (applicable pump curves also to be submitted);
- Standby power generator size and locations;
- Downstream discharge plan;
- Method of protecting discharge manholes or structures from erosion and damage;
- Thrust and restraint block sizes and locations;
- Sections showing suction and discharge pipe depth, embedment, select fill and special backfill;
- Method of noise control (if required) for each pump and/or generator;
- Any temporary pipe supports and anchoring required;
- Design plans and computation for access of bypass pumping locations;
- Calculations for selection of bypass pumping pipe size;
- Schedule for installation of and maintenance of bypass pumping lines;
- Plan indicating selected location of bypass pumping line locations;
- Surge elevations of suction manholes, including calculations;
- Survey of slab elevations of facilities serviced by the effected sewer.

Task 2: System Requirements

- Pumping and bypassing set-ups require approval from the LFUCG.
- The Contractor/Vendor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow can be safely diverted. Fuel for gasoline/diesel-driven equipment will be provided by LFUCG.
- In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Discharge hose (fire hose or the like) will only be allowed in short sections and by specific permission from LFUCG.
- There may be no interruption of flow during the duration of the work. The Contractor/Vendor shall therefore provide, maintain and operate all temporary facilities, labor and equipment to intercept and bypass flow before it reaches the point where flow would interfere with the Contractor/Vendor's work. The Contractor/Vendor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass system.
- The design, installation and operation of the temporary pumping system shall be the Contractor/Vendor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- The Flow Control protocol should include the following:
 - The Contractor/Vendor shall furnish and install all sewer plugs, bypass piping and pumping equipment where necessary to adequately handle existing flow rates during the inspection.
 - Any overflow shall be reported to the Kentucky Division of Water and the LFUCG representative. The LFUCG representative will report the overflow to the Kentucky Department of Environmental Protection (DEP) via an electronic submittal.
 - All spills, releases of untreated or partially treated sewage that occur and are released to the Waters of the Commonwealth must **BE REPORTED** to the Kentucky Environmental Response Team (ERT) **IMMEDIATELY**. The Kentucky Environmental Response Team Emergency Hotline is 1 (800) 928-2380 or 1 (502) 564-2380.
 - In general, the pumping equipment shall be positioned in or near the upstream end of the sewer section with piping laid to the next downstream manhole. Sewage shall only be bypassed to a downstream sanitary manhole or adjacent sanitary sewers. No overflow will be permitted.
 - Whenever flows in a sewer line are blocked, plugged or bypassed, sufficient precautions shall be taken by the Contractor/Vendor to protect the sewer lines

from damage that might be inflicted by excessive sewer surcharging. Further, precautions shall be taken by the Contractor/Vendor to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. If such damage occurs, it shall be the Contractor/Vendors responsibility to clean, disinfect, and replace, where appropriate, any and all damaged public or private property as quickly as possible. The Contractor/Vendor shall be available or make the necessary arrangements to perform work of this nature.

- Whenever temporary pumping is included in a pay item, the set up and take down costs are included in the unit price.
- Pumping and bypassing set-ups require approval from the Engineer.
- When pumping and bypassing is required, the Contractor/Vendor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the sewer line section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor/Vendor will be responsible for furnishing the necessary labor and supervision to set up, operate, and maintain the pumping and bypass system. LFUCG shall provide fuel during the period of operation.
- The Contractor/Vendor response time for scheduled as-needed services, shall begin within 48 hours minimum, from receipt of Purchase Order. The Contractor/Vendor response time for all emergency work shall begin within 4 hours minimum, after requested by phone.

Task 3: Preparation

- The Contractor/Vendor is responsible for locating any existing utilities in the area in which the Contractor/Vendor selects to locate the bypass pipelines. The Contractor/Vendor shall locate bypass lines to minimize any disturbance to existing utilities and shall obtain approval of the bypass piping locations from the LFUCG and affected property owner(s).
- The Contractor/Vendor shall keep all equipment and work activities within the public right-of-way and available easements.
- The Contractor/Vendor shall maintain flow around the work area in a manner that will not cause surcharging of sewers, damage to sewers, and that will protect public and private property from damage and flooding.
- The Contractor/Vendor shall protect all LFUCG facilities from damage inflicted by the Contractor/Vendor's equipment. The equipment should be in good condition and not allow sewage or oil to leak onto the ground or pavement. The Contractor/Vendor shall be responsible for all physical damage to LFUCG caused by the Contractor/Vendor's actions.

- If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. The pumping units should be housed in an acoustically-silenced enclosure (skid or trailer mounted). An ultra quiet operation is required of each unit (66-69 dBA).

FORM OF PROPOSAL

BID SCHEDULES

The Contractor/Vendor agrees to perform all Work described in the System Requirements for the unit prices which shall include the furnishing of all labor, materials, supplies, services, all items of cost, overhead, and profit for the Contractor/Vendor and any Subcontractor involved.

Please write in the unit price bid below:

DESCRIPTION	SIZE	GPM	TOTAL HEAD (ft.)	MOUNTING TYPE*	UNIT PRICE		
					DAILY	WEEKLY	MONTHLY
Diesel Powered Pumps**	3"x3"	100-400	20-80	trailer	95.00	285.00	855.00
	4"x4"	150-750	20-80	trailer	145.00	483.00	1,306.00
	4"x4"	250-1750	25-115	trailer	161.00	465.00	1,449.00
	6"x6"	250-1750	25-125	trailer	180.00	540.00	1,620.00
	6"x6"	250-1750	110-250	trailer	187.00	561.00	1,683.00
	8"x8"	500-3500	50-160	trailer	305.00	915.00	2,745.00
	10"x10"	500-3500	50-160	skid	350.00	1,050.00	3,150.00
	12"x12"	1000-5000	50-100	skid	474.00	1,422.00	4,266.00
Sound Attenuated / Diesel Powered Pumps**	4"x4"	150-750	20-80	trailer	175.00	525.00	1,575.00
	4"x4"	150-750	20-80	trailer	175.00	525.00	1,575.00
	6"x6"	250-1750	25-125	trailer	250.00	750.00	2,250.00
	8"x8"	500-3500	50-160	trailer	350.00	1,050.00	3,150.00
High Head Diesel Powered Pumps**	4"x3"	300-450	100-300	trailer	204.00	662.00	1,836.00
	4"x3"	400-1400	250-600	trailer	500.00	1,500.00	4,500.00
	4"x4"	150-750	120-240	trailer	240.00	720.00	2,160.00
	6"x4"	200-1250	100-500	trailer	345.00	1,035.00	3,105.00
	6"x4"	400-1400	250-600	trailer	650.00	1,950.00	5,850.00
	8"x6"	600-2300	100-350	trailer	400.00	1,200.00	3,600.00
	8"x6"	600-1800	250-600	trailer	650.00	1,950.00	5,850.00
	8"x8"	1000-3000	180-380	trailer	650.00	1,950.00	5,850.00
	12"x10"	1000-5000	120-350	skid	650.00	1,950.00	5,850.00
	Sound Attenuated / High Head Diesel Powered Pumps**	4"x3"	300-450	100-300	trailer	229.00	687.00
4"x4"		150-750	120-240	trailer	265.00	795.00	2,385.00
8"x6"		600-2300	100-350	trailer	400.00	1,200.00	3,600.00
Electric Drive Pumps**	4x4	1000	82 (max)	skid	127.50	382.50	1,147.50
	6x6	2200	120 (max)	skid	197.00	561.00	1,683.00
	8x8	3100	130 (max)	skid	350.00	1,050.00	3,150.00
	12x12	6000	96 (max)	skid	610.00	1,830.00	5,490.00
	2" (0.5 hp)	10-60	5-30	-NA-	17.00	51.00	153.00
Electric Submersible Dewatering Pumps - single phase	2" (1.0 hp)	10-75	10-45	-NA-	36.00	108.00	324.00
	2" (0.5 hp)	10-60	10-35	-NA-	17.00	51.00	153.00
	2" (1.0 hp)	10-90	10-60	-NA-	31.00	93.00	279.00
	3" (2.0 hp)	20-100	10-70	-NA-	43.00	129.00	387.00
	3" (2.5 hp)	50-250	10-60	-NA-	48.00	144.00	432.00
	3" (4.5 hp)	100-450	15-60	-NA-	68.00	204.00	612.00
	3"	30-300	10-130	-NA-	68.00	204.00	612.00
	3"	50-350	10-160	-NA-	69.00	207.00	621.00
	3" (3.5 hp)	30-300	10-60	-NA-	55.00	165.00	495.00
	4" (5.5 hp)	50-450	20-70	-NA-	79.00	237.00	711.00
Electric Submersible Dewatering Pumps - three phase	4" (8.0 hp)	100-600	20-85	-NA-	80.00	240.00	720.00
	4" (13.0 hp)	100-900	20-100	-NA-	105.00	315.00	945.00
	6" (16.0 hp)	200-1200	20-110	-NA-	105.00	315.00	945.00
	6" (30.0 hp)	300-1600	20-150	-NA-	165.00	495.00	1,485.00
	6"/8" (60.0 hp / 80.0 hp)	500-2000	30-180	-NA-	356.00	1,068.00	3,204.00
	8"			-NA-	NA	NA	NA
	10"	500-2200	30-200	-NA-	356.00	1,068.00	3,204.00

* Mounting type: Trailer/Skid

-NA- = not applicable

DESCRIPTION	SIZE	GPM	TOTAL HEAD (ft.)	MOUNTING TYPE*	UNIT PRICE		
					DAILY	WEEKLY	MONTHLY
Electric Submersible Sludge Pumps - single phase (w/auto control panel)	3"	20-180	10-55	-NA-	73.00	219.00	657.00
	4"	50-200	10-80	-NA-	110.00	330.00	990.00
Electric Submersible Sludge Pumps - three phase (w/auto control panel)	4"	20-200	10-60	-NA-	73.00	219.00	657.00
	4"	50-400	20-150	-NA-	110.00	330.00	990.00
Gasoline Powered Pumps**	1"	5-30	10-105	Skid	18.00	54.00	162.00
	2"	25-125	10-95	Skid	29.00	87.00	261.00
	2"	20-150	10-80	Skid	30.00	90.00	270.00
	2"	50-170	10-90	Skid	40.00	120.00	360.00
	2"	20-100	40-180	Skid	41.00	123.00	369.00
	2.5"	40-200	60-250	Skid	65.00	195.00	585.00
	3"	50-220	10-80	Skid	30.00	90.00	270.00
	3"	50-350	10-85	Skid	55.00	165.00	495.00
	4"	100-350	20-80	Skid	60.00	180.00	540.00
	4"	50-420	10-75	Skid	60.00	180.00	540.00

* Mounting type: Trailer / Skid
 -NA- = not applicable

DESCRIPTION	KVA	Amps (480V/208V)	UNIT PRICE		
			DAILY	WEEKLY	MONTHLY
Diesel Powered Generators**	33	40/92	136.00	408.00	1224.00
	53	64/149	170.00	510.00	1530.00
	80	96/222	253.00	759.00	2277.00
	125	150/347	267.00	801.00	2403.00
	231	278/641	354.00	1,062.00	3,186.00
	293	352/813	500.00	1,500.00	4,500.00
	425	511/1180	708.00	2,124.00	6,372.00

DESCRIPTION	SIZE	UNIT PRICE		
		DAILY	WEEKLY	MONTHLY
Heavy Duty Suction Hose (section)	2"x20'	6.00	18.00	54.00
	3"x20'	12.00	36.00	108.00
	4"x10'	7.00	21.00	63.00
	4"x20'	15.00	45.00	135.00
	6"x10'	8.50	25.50	76.50
	8"x10'	25.00	75.00	225.00
	10"x10'	30.00	90.00	270.00
High Pressure Composite Hose (section)	3"x10'	9.00	27.00	81.00
	3"x20'	12.00	36.00	108.00
	4"x10'	7.00	21.00	63.00
	4"x20'	15.00	45.00	135.00
	6"x10'	8.50	25.50	76.50
	6"x20'	19.00	57.00	171.00
	8"x10'	25.00	75.00	225.00
Heavy Duty Discharge Hose (section)	2"x50'	9.00	27.00	81.00
	3"x50'	10.00	30.00	90.00
	4"x50'	20.00	60.00	180.00
	6"x50'	30.00	90.00	270.00
Discharge Pipe (HDPE)	8"x50'	45.00	135.00	405.00
	4"x10'	4.00	12.00	36.00
	4"x20'	8.00	24.00	72.00
	6"x10'	5.50	16.50	49.50
	6"x20'	11.00	33.00	99.00
	8"x10'	7.50	22.50	67.50
	8"x20'	15.00	45.00	135.00
Bends (each)	10"x10'	20.00	60.00	180.00
	25.00	75.00	225.00	
	3"x/4"	4.00	12.00	36.00
	6"	6.00	18.00	54.00
	8"	9.00	27.00	81.00
Vents / Flange Adaptors (each)	10"	7.00	21.00	63.00
	12"	8.00	24.00	72.00
	3"x/4"	4.00	12.00	36.00
	6"	7.00	21.00	63.00
Check Valve/ Gate Valve (each)	8"	8.00	24.00	72.00
	10"	9.00	27.00	81.00
	12"	10.00	30.00	90.00
	3"x/4"	8.00	24.00	72.00
Check Valve/ Gate Valve (each)	6"	13.00	39.00	117.00
	8"	15.00	45.00	135.00
	10"	17.00	51.00	153.00
12"	20.00	60.00	180.00	

	SIZE	UNIT PRICE		
		DAILY	WEEKLY	MONTHLY
Tees / Wyes (each)	3"/4"	6.00	18.00	54.00
	6"	6.00	18.00	54.00
	8"	7.00	21.00	63.00
	10"	8.00	24.00	72.00
	12"	10.00	30.00	90.00
Step Bow (each)	3"	5.00	15.00	45.00
	4"	7.00	21.00	63.00
	6"	12.00	33.00	99.00
	8"	20.00	60.00	180.00
Sewer Plugs (each)	8"x12"	28.00	84.00	252.00
	10"x16"	30.00	90.00	270.00
	12"x18"	47.60	142.80	428.40
	12"x24"	51.00	153.00	459.00
	15"x30"	53.20	159.60	478.80
	20"x36"	75.00	225.00	675.00
	24"x48"	95.00	285.00	855.00
Flow-Thru Sewer Plugs (each)	4"x8"	15.00	45.00	135.00
	6"x10"	16.00	48.00	144.00
	8"x12"	20.00	60.00	180.00
	10"x16"	32.00	96.00	288.00
	12"x18"	35.00	105.00	315.00
	12"x24"	46.00	138.00	414.00
	18"x24"	54.00	162.00	486.00
12" Road Crossing (each)	2"/3"	60.00	180.00	540.00
	4"	60.00	180.00	540.00
	6"	72.00	216.00	648.00
	8"	78.00	234.00	702.00
	12"	84.00	252.00	756.00
	18"	100.00	300.00	900.00
Automatic Control Panel (single/multiple pumps)	3 HP	15.00	45.00	135.00
	5 HP	15.00	45.00	135.00
	8 HP	15.00	45.00	135.00
	13 HP	20.00	60.00	180.00
	16 HP	25.00	75.00	225.00
	20 HP	25.00	75.00	225.00
	30 HP	30.00	90.00	270.00
	40 HP	40.00	120.00	360.00
	50 HP	40.00	120.00	360.00
	60 HP	40.00	120.00	360.00
	75 HP	52.00	156.00	468.00
	100 HP	52.00	156.00	468.00
	125 HP	52.00	156.00	468.00
	150 HP	60.00	180.00	540.00
Manual Control Panel	3 HP	10.00	30.00	90.00
	5 HP	10.00	30.00	90.00
	8 HP	10.00	30.00	90.00
	13 HP	10.00	30.00	90.00
	16 HP	10.00	30.00	90.00
	20 HP	10.00	30.00	90.00
	30 HP	15.00	45.00	135.00
	40 HP	15.00	45.00	135.00
	50 HP	15.00	45.00	135.00
	60 HP	20.00	60.00	180.00
	75 HP	27.00	81.00	243.00
	100 HP	55.00	165.00	495.00
	125 HP	55.00	165.00	495.00
	150 HP	60.00	180.00	540.00
200 HP	80.00	240.00	720.00	

	SIZE	UNIT PRICE		
		DAILY	WEEKLY	MONTHLY
Double Containment Fuel Tank** (each)	100 gal.	30.00	90.00	270.00
	250 gal.	32.00	93.00	279.00
	500 gal.	47.00	140.00	420.00
Manifolds (each)	12" (2) 8"	28.00	84.00	252.00
	18"x(2) 12"	50.00	150.00	450.00
	18"x(4) 8"	35.00	105.00	315.00
	20"x (2) 12"	75.00	225.00	675.00
Float Switch (auto-start system)		20.00	60.00	180.00
Auto Dialer (remote monitoring)		20.00	60.00	180.00
Aerator Unit**		75.00	225.00	675.00

** Fuel provided by LFUCG



The Quantity You Need at the Quality You Want

21K Frac Tanks - 8K Mini Tanks - Double Wall Frac Tanks - Acid Frac Tanks -
Open Top Frac Tanks - Gas Buster Frac Tanks - Containments - Diesel Pumps -
Electric Pumps - Hoses - Filtration - Water Treatment Systems - Vac Boxes -
Dewatering Boxes - Sealed Roll Off Boxes - Light Towers - Flameless Heaters

May 13, 2021

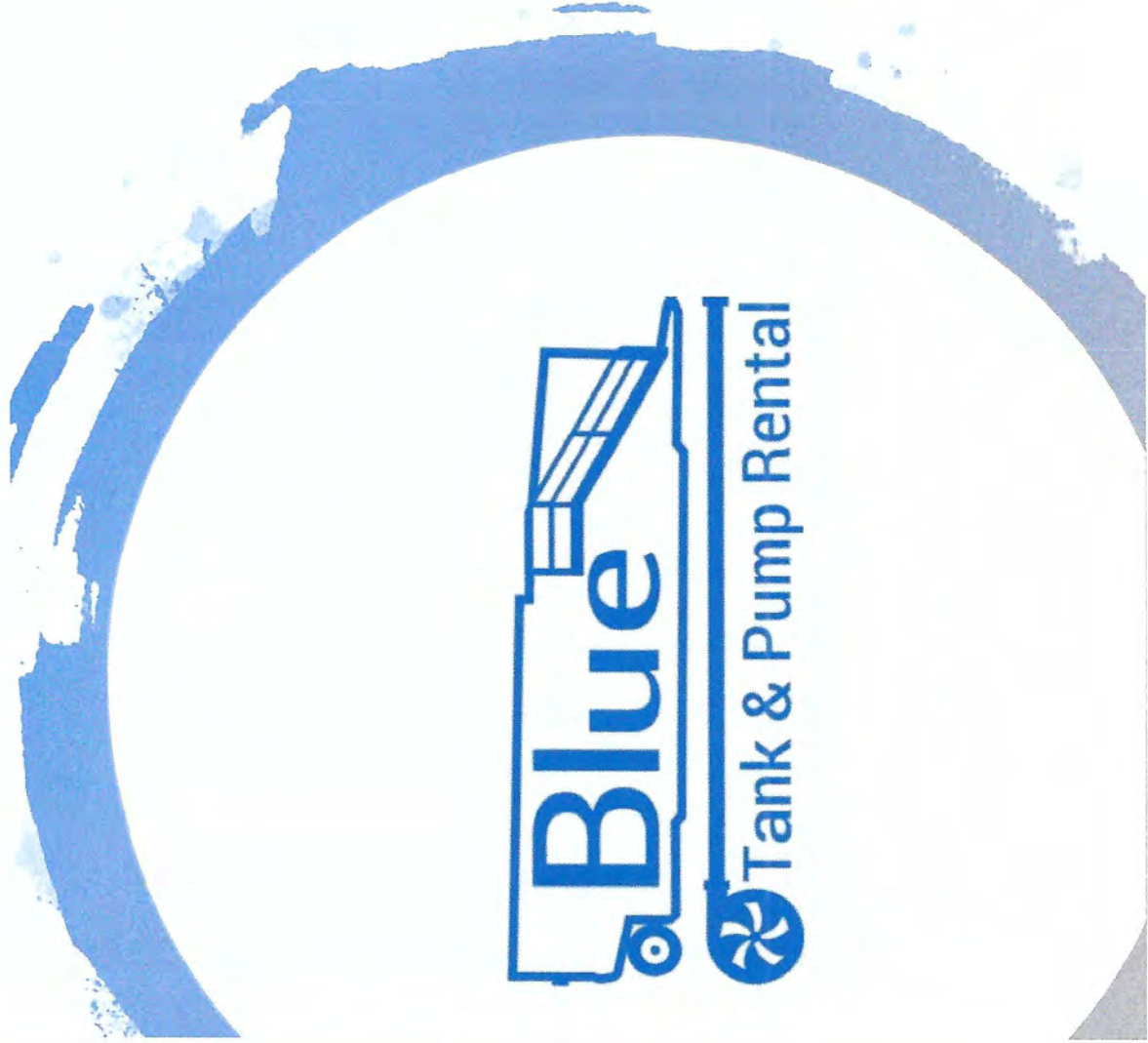
DBE Usage

On the temporary pumping services rental contract there will not be any subcontractors for the rental equipment. All of the rented equipment we own and maintain and we are the dealer for all of the materials we use factory direct. None of our manufactures we represent are listed as DBEs.

Thanks,

A handwritten signature in black ink, appearing to read "Tanner Perdue".

Tanner Perdue
President
Blue Tank and Pump Rental
220 Stephens Drive
Nicholasville, KY 40356



Blue Tank & Pump Rental

List of Qualifications



Louisville ORI Rehabilitation Project

- Average Flow Rate of 20 MGD (13,889 GPM) with high flow capability up to 30 MGD (20,833 GPM)
- Comprised of (3) 18" Diesel Driven Centrifugal Pumps & (4) 18" Electric Centrifugal Pumps
- (4) 18" HDPE Discharge Pipes, 2,987 LF each
- Contact: Eric Meister, PE
Vice President, Ulliman Schutte Construction
emeister@ullimanschutte.com
(937) 671-1449

Mill Creek MCI Rehabilitation Bypass

- Average Flow Rate of 17 MGD (11,806 GPM) with capability up to 26 MGD (18,056 GPM)
- Comprised of (3) 12" Diesel Driven Hydraulic Submersible Pumps with (1) Backup 12" Diesel Driven Hydraulic Submersible Pump and (2) 8" Diesel Centrifugal Pumps
- Total of 1750 LF of 18" HDPE Discharge Pipe
- Contact: Ben Simcik
Project Manager, Ulliman Schutte Construction
bsimcik@ullimanschutte.com
(724) 859-8646



Hammond, Indiana Wastewater Treatment Plant Bypass

- Average Flow Rate of 28.8 MGD (20,000 GPM) with capability up to 65.5 MGD (45,486 GPM)
- Comprised of (5) 18" Diesel Driven Centrifugal Pumps
- Total of 1000 LF of 18" HDPE Discharge Pipe
- Contact: Mark Singleton
North Region Manager, Thompson Pump
msingleton@thompsonpump.com
(614) 301-6752





- Average Flow Rate of 25 MGD (17,361 GPM) with capability up to 30 MGD (20,833 GPM)
- Comprised of (1) 18" Diesel Driven Centrifugal Pump with (1) Backup 18" Diesel Driven Centrifugal Pump and (3) 12" Diesel Driven Centrifugal Pumps
- (3) 18" HDPE Discharge Pipes, 600 LF each
- Contact: Rick Meunier
Project Manager, MAC Construction
rickm@macconstruction.com
(812) 941-5336

Derek R. Guthrie WWTP Bypass





Blue Tank & Pump Rental provides the best in the industry equipment, support, and service.

Services

- Applications Engineering
- Sewer Bypass
 - Dewatering
- Turn Key Operation
- HDPE Pipe Fusion
- 24 Hour Pump Watch
- Delivery & Setup
- Custom Hose & Fittings
- Water Treatment Solutions
- Pump Maintenance
- and More...



Whether we are quietly pumping 40 MGD of sewage 3000 ft downtown or pumping at a power plant for an emergency water filtration project. We have a liquid solution for you.



Who We Are

We are an equipment rental company specializing in equipment for the environmental, industrial, and construction sectors. Some of our most utilized items are frac tanks, boxes, diesel pumps, and generators



We also offer design and setup services with all rental equipment. With experience from designing sewer bypass systems or temporary wastewater treatment facilities for plant upgrades and maintenance, we are able to find a solution for your liquid needs.



Rental Equipment:

21K Frac Tanks
Mini Frac Tanks
Double Wall Frac Tanks
Acid Frac Tanks
Open Top Frac Tanks
Gas Buster Frac Tanks
Mix Tanks
Clarifier Tanks
Containments
Diesel Pumps
Gas Pumps
Electric Pumps
Hydraulic Pumps
Sound Attenuated Pumps
Hoses & Piping
Pipe Road Crossings
Electric Air Blowers
Multi Media Filters
Carbon Vessels
Sock Filters
Vac Boxes
Dewatering Boxes
Sealed Roll Off Boxes
Light Towers
Air Compressors
Generators
Flameless Heaters
Telehandlers



Industrial



Sewer Bypass



Construction



Environmental



Power Plant



Distilleries



Water Treatment



Emergency Response



Oil & Gas



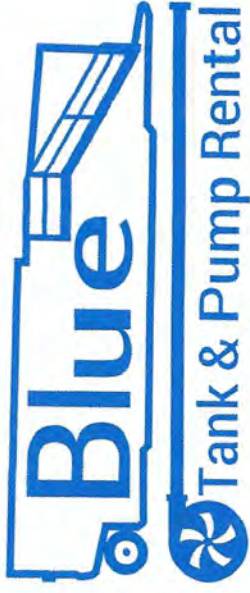
Mines, Pits & Quarries



Pipeline



Applications Engineering



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at the Quality You Want"*



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The Quantity You Need at the Quality You Want

21K Frac Tanks - Mini Frac Tanks - Double Wall Frac Tanks - Acid Frac Tanks
Open Top Frac Tanks - Gas Buster Frac Tanks - Containments - Diesel Pumps - Electric Pumps
Hydraulic Pumps - Hoses - Piping - Road Crossings - Electric Blowers - Filtration
Water Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes
Light Towers - Air Compressors - Telehandlers - Flameless Heaters

Pumps for Rent or Sale



Electric Pumps

- Electric Pumps are available in surface or submersible
- VFD Speed Control
- Autostart Floats or Level Transducer Control
- Low maintenance and very reliable
- No Overtime charge for 24 hour operation
- Solids Handling up to 3"



Solids Handling Dry Prime Pumps

- 3" to 18" Pumps Stocked
- Sound Attenuation available in all sizes
- Compressor or Vacuum Assisted System
- Enviroprime system eliminates prime blow by
- High Pressure or High Head applications
- Available in Closed and Semi Open Impellers
- Can be used with Auto Start floats
- Pressure/Level Transducers Control
- Scada Connections/Telemetry Panels



Large Diameter High Flow Dry Prime Pumps

- 12" & 18" Sound Attenuated Pumps Stocked
- Compressor or Vacuum Assisted Prime
- Enviroprime system eliminates prime blow by
- High Pressure or High Head applications
- Available in Closed and Semi Open Impellers
- Can be used with Auto Start floats
- Pressure/Level Transducers Control
- Scada Connections/Telemetry Panels

Call Us Today at 888-BLU-TANK
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The Quantity You Need at the Quality You Want

21K Frac Tanks - Mini Frac Tanks - Double Wall Frac Tanks - Acid Frac Tanks
Open Top Frac Tanks - Gas Buster Frac Tanks - Containments - Diesel Pumps - Electric Pumps
Hydraulic Pumps - Hoses - Piping - Road Crossings - Electric Blowers - Filtration
Water Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes
Light Towers - Air Compressors - Telehandlers - Flameless Heaters

HDPE Pipe Fusion Services



- Fusion Services Offered on all HDPE Pipe Sizes
- Experience in Large & Small Diameter Pipe
- Certified Fusion Welders
- Well Maintained Fusion Equipment
- Specialized in Pumping Configurations
- Ability to do any HDPE Pipe Fusion Applications
- Equipment stored on Trailers for Rapid Deployment



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The Quantity You Need at the Quality You Want

21K Tanks - Mini Tanks - Double Wall Tanks - Poly Tanks - Open Top Frac Tanks
Gas Buster Tanks - Containments - Diesel Pumps - Electric Pumps - Hydraulic Pumps
Hoses - Piping - Road Crossings - Electric Blowers - Filtration Water Treatment
Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes
Generators - Light Towers - Air Compressors - Telehandlers - Flameless Heaters

Portable Power for Rent or Sale

Generators



- 25 kVA to 1320 kVA modular powerplants
- Power Management System to optimize load and fuel consumption
- Units can be linked together in paralleling
- Simple controls with an easy to read display
- Camlok and external fuel tank connections
- Reliable Isuzu and John Deere tier 4 engines without DPF filters

Air Compressors

- 185 cfm and 375 cfm stocked
- Reliable Kubota diesel engines
- Automatic RPM control to match air consumption
- Foldable tongue for compact storage
- Air pressure can be regulated



Light Towers

- 6 KW generator
- (4) 1000 Watt lights
- 120V outlets to function as a generator
- GFCI protected
- Automated timer
- Night and day auto control
- Reliable Kubota diesel engines

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The Quantity You Need at the Quality You Want

21K Frac Tanks - Mini Frac Tanks - Double Wall Frac Tanks - Acid Frac Tanks
Open Top Frac Tanks - Gas Buster Frac Tanks - Containments - Diesel Pumps - Electric Pumps
Hydraulic Pumps - Hoses - Piping - Road Crossings - Electric Blowers - Filtration
Water Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes
Light Towers - Air Compressors - Telehandlers - Flameless Heaters

Pumps for Rent or Sale

Electric Submersible Pumps



- Economical to Rent or Purchase
- Simple Operation
- Reliable
- Easily run on small generator
- Single phase and Three phase

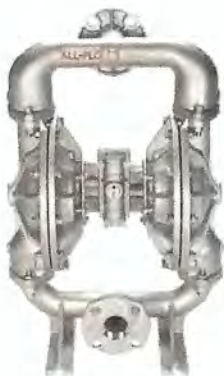
Portable Wet Prime Gas Trash Pumps

- Can be moved by Hand
- Great for jobs not accessible by equipment
- Reliable Honda engines
- Economical to rent or purchase
- Simple Operation



Air Double Diaphragm Pumps

- Available in Aluminum, Stainless Steel, and Poly
- Great for flammable liquid transfer
- Poly options provides broad chemical resistance
- Perfect to use in conjunction with Poly-Acid Tanks



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Frac Tanks for Rent



21K Single Wall Frac Tanks

- 21K Gallon (500 BBL) Capacity
- Smooth walled interior for easy cleaning
- V bottom floor for drainage
- Safe side stairwell
- 8" front port, optional external manifold
- Internally flanged for internal plumbing

18K Double Wall Frac Tank

- 18K Gallon (400 BBL) Capacity
- Smooth walled interior for easy cleaning
- V bottom floor for drainage
- Great for above ground fuel storage
- Works well for critical applications
- Folding top handrails



Open Top Weir Tank

- 18K Gallon (400 BBL) Capacity
- Smooth walled interior for easy cleaning
- V bottom floor for drainage
- Adjustable/ Removable Weir Walls
- Full side catwalk, for full top access
- Internally flanged for interior plumbing
- Top, Middle, & Bottom Valve Options
- 8" front port, optional external manifold

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Roll Off Boxes for Rent or Sale

Vacuum Boxes



- Greatly increases production & efficiency in Dry Vacuum Operations
- 25 CY (5,000 Gal) Capacity
- Front & Rear Flanges
- Top Manway
- Full Rear Opening Door
- Can be used with Bladders
- Great on Hydro Excavation Jobs

Dewatering Boxes

- Great for on site Sludge Solidification jobs
- Expanded metal floors & sides for greater dewatering efficiency
- Can be used with a wide range of filter micron sizes
- 25 CY (5,000 Gal) Capacity
- Can be coupled with an Electric Submersible Pump for more automated faster dewatering



Sealed Roll Off Boxes



- 25 CY (5,000 Gal) Capacity
- Great for Hazardous Waste Jobs
- Sealed Rear Door
- Sealed Side Roll Tarps
- Can be delivered on a double roll off trailer
- Great for jobs requiring sampling & profiling of waste before disposal

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