



# LEXINGTON

## Bid 73-2024

### Interboro Packaging Corporation

### Supplier Response

#### Event Information

Number: Bid 73-2024  
Title: Janitorial Chemicals & Supplies  
Type: Competitive Bid  
Issue Date: 4/30/2024  
Deadline: 5/14/2024 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

#### Contact Information

Contact: Jessica Allinder  
Address: Procurement  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Email: [jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

# Interboro Packaging Corporation Information

Address: 114 Bracken Road  
Montgomery, NY 12549  
Phone: (845) 457-2700  
Fax: (845) 781-2450

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Esty Werzberger  
Signature

Abraham@interboropackaging.com  
Email

Submitted at 5/13/2024 11:42:00 AM (ET)

## Response Attachments

### Lexington.pdf

Interboro Packaging Bid

## Bid Attributes

1	<b>Bid package</b> Have you completed and attached your bid package? This is a contractual agreement and required for all bids. <input checked="" type="checkbox"/> YES
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## Bid Lines

1	Maxi-pads, Vend Pack #4-147 Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
2	Biohazard Bags, 10 gal., HDPE, Red, Infectious Waste, PK 200 Quantity: <u>  1  </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$9.84"/> Total: <input type="text" value="\$9.84"/> Supplier Notes: <input type="text" value="INT-2424-Reg. Mfr: IBS/Pitt. As per sample #2"/>	
3	Biohazard Bags, 45 gal., HDPE, Red, Infectious Waste, PK 200 Quantity: <u>  1  </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$26.82"/> Total: <input type="text" value="\$26.82"/> Supplier Notes: <input type="text" value="INT-4048-X-Hvy. Mfr: IBS/Pitt. As per sample #3"/>	
4	TOWEL SURGICAL 16X25 BLUE RECYCLE 10 LB - 50 per box Quantity: <u>  1  </u> UOM: <u> BOX </u>	<b>No Bid</b>
5	9 gallon Sharps container Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
6	Pine scented cleaner/degreaser, gallon, ready-to-use Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>

7	Pink lotion hand soap, "Kimberly-Clark sanifresh", or equal, 4.gal/cs Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
8	"E-Z Paks" or equal All Purpose Cleaner Water Soluble 0.5 oz Packets, 180/cs Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
9	Can Liners - Large, 43 x 48 clear, roll, minimum 14 micron, 200/cs Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$21.82"/> Total: <input type="text" value="\$21.82"/> Supplier Notes: <input type="text" value="INT-4348-H. Mfr: IBS/Pitt. As per sample #9"/>	
10	Can Liners - Medium, 30 x 37, clear, 25 per roll, minimum 10 micron, 500/cs Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$20.84"/> Total: <input type="text" value="\$20.84"/> Supplier Notes: <input type="text" value="INT-3037-Reg. Mfr: IBS/Pitt. As per sample #10"/>	
11	Can Liners, 33X40 cs 250 SSS Magnum Blue Super Hexene Liners 33 gal. .75mil - 250 per box Quantity: <u>  1  </u> UOM: <u>  BOX  </u> Unit Price: <input type="text" value="\$33.84"/> Total: <input type="text" value="\$33.84"/> Supplier Notes: <input type="text" value="INT-3340-Heavy. Mfr: IBS/Pitt/Glopak. As per sample #11"/>	
12	51" Yellow Fiberglass Handle Square cut Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
13	Dust Mop Loop End Tie Less 5" X 36" Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
14	Dust Mop Frame All Plastic 5"X36"( Must be all plastic) Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
15	Mophead, 5" med tuf/blend "blue" washable mop heads 12/cs Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
16	Mophead frame only, 48 x 5 Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
17	Swivel snap dustmop handle Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
18	Angle broom, 13",no metal, wire or nylon rope, "Zepher #34068" or equal Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
19	7" Stiff Bristle Lobby Broom Head Only (All Plastic) Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
20	51" Yellow Fiberglass Threaded Handle with plastic ends Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>
21	Dust pan, 12" without handle, "Rubbermaid #2005" or equal Quantity: <u>  1  </u> UOM: <u>  EA  </u>	<b>No Bid</b>

2 2	Dust Mop Covers, 5" x 36" Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
2 3	60"Dust Mop Handle/ Clamp on Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
2 4	Scrubbing Sponge, Medium, Green/Yellow, 20/cs Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
2 5	10" Shower/Floor Scrub Brush, Rubbermaid or equivalent Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
2 6	6" Iron Handle Scrub Brush, Rubbermaid or equivalent Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
2 7	Rubbermaid Heavy-Duty Dust Pan (Must be all plastic) Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
2 8	Rubbermaid 15" White Roundhead Toilet Bowl Brush (all Plastic) Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
2 9	Blue Rubbermaid Floor Scrub Brush (Must be all plastic) Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
3 0	Rubbermaid 6" Round Handle Scrub Brush (Must be all plastic) Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
3 1	Scrubbing Sponge, Light, White/Yellow, 20/cs (needs to be individually wrapped) Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
3 2	Toilet seat covers, half fold, 250 per pk., 20 sleeves of 250 covers ea, "Reliable" or equal (No staples in sleeves) Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
3 3	Toilet Tissue, Single 2 ply, 550 sheet Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
3 4	Multi fold paper towels, Brown, 9.5x9.125, 16 sleeves/ case Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
3 5	Paper towels, Natural multi-fold, 20 sleeves/ case Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
3 6	Paper bags,brown, 6# weight,500/pack Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
3 7	Paper bags,brown, 25# weight, 500/pack Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>

38	Sprayers & bottles, 32 oz. complete (bottles must be clear) Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
39	Gloves, 5 mm Medical Grade Nitrile, S-XL, 100 bx Quantity: <u>  1  </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$2.82"/> Total: <input type="text" value="\$2.82"/> Supplier Notes: <input type="text" value="Sri Trang/Shield Line-Sm,Med,Lrg,XL-NPFG-E. Mfr: Sri Trang/Shield Line. As per sample #39"/>	
40	75 lb Indigent grocery bag - 500 per pack Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
41	25 lb Indigent grocery bag - 500 per pack Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
42	6 lb Indigent grocery bag - 500 per pack Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
43	Rubbermaid -2025505 disposable mop - 24 per box Quantity: <u>  1  </u> UOM: <u> BOX </u>	<b>No Bid</b>
44	Mask respirator type N95 Eco RG Eco RG 20/BX/CS 3M 8210 Quantity: <u>  1  </u> UOM: <u> BOX </u>	<b>No Bid</b>
45	Mask respirator type N95 Eco RG Eco RG 20/BX/CS 3M 8110 Quantity: <u>  1  </u> UOM: <u> BOX </u>	<b>No Bid</b>
46	Spray bottles - each Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
47	Trigger sprayers - each Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>
48	28" x 39" Water soluble bags - roll of 25 Quantity: <u>  1  </u> UOM: <u> EA </u>	<b>No Bid</b>

**Response Total: \$115.98**



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#### Contact Information

Contact: ✓ Jessica Allinder

Address: Procurement

✓ Government Center Building  
200 East Main Street, *200#6*  
Lexington, KY 40507

Email: jallinder@lexingtonky.gov

Description (SPECIFICATIONS)

Maxi-pads, Vend Pack #4-147
Biohazard Bags, 10 gal., HDPE, Red, Infectious Waste, PK 200
Biohazard Bags, 45 gal., HDPE, Red, Infectious Waste, PK 200
TOWEL SURGICAL 16X25 BLUE RECYCLE 10 LB - 50 per box
9 gallon Sharps container
Fine scented cleaner/degreaser, gallon, ready-to-use
Pink lotion hand soap, Kimberly-Clark sanifresh, or equal, 4.gal/cs
"E-Z Paks" or equal All Purpose Cleaner Water Soluble 0.5 oz Packets, 180/cs
Can Liners - Large, 43 x 48 clear, roll, minimum 14 micron, 200/cs
Can Liners - Medium, 30 x 37, clear, 25 per roll, minimum 10 micron, 500/cs
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Mophead, 5" med tuft/blend "blue" washable mop heads 12/cs
Mophead frame only, 48 x 5
Swivel snap dustmop handle
Angle broom, 13", no metal, wire or nylon rope, Zepher #34086" or equal
7" Stiff Bristle Lobby Broom Head Only (All Plastic)
51" Yellow Fiberglass Threaded Handle with plastic ends
Dust pan, 12" without handle, Rubbermaid #2005" or equal
Dust Mop Covers, 5" x 36"
60"Dust Mop Handle/ Clamp on
Scrubbing Sponge, Medium, Green/Yellow, 20/cs
10" Shower/Floor Scrub Brush, Rubbermaid or equivalent
6" Iron Handle Scrub Brush, Rubbermaid or equivalent
Rubbermaid Heavy-Duty Dust Pan (Must be all plastic)
Rubbermaid 15" White Roundhead Toilet Bowl Brush (all Plastic)
Blue Rubbermaid Floor Scrub Brush (Must be all plastic)
Rubbermaid 6" Round Handle Scrub Brush (Must be all plastic)
Scrubbing Sponge, Light, White/Yellow, 20/cs (needs to be individually wrapped)
Toilet seat covers, half fold, 250 per pk., 20 sleeves of 250 covers ea. "Reliable" or equal (No staples in sleeves)
Toilet Tissue, Single 2 ply, 550 sheet
Multi fold paper towels, Brown, 9.5x9.125, 16 sleeves/ case
Paper towels, Natural multi-fold, 20 sleeves/ case
Paper bags,brown, 6# weight,500/pack
Paper bags,brown, 25# weight, 500/pack
Sprayers & bottles, 32 oz. complete (bottles must be clear)
Gloves, 5 mm Medical Grade Nitrile, S-XL, 100 bx





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

**AFFIDAVIT**

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

1. His/her name is Esty Werzberger and he/she is the individual submitting the bid or is the authorized representative of Interboro Packaging Corporation, 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 Procurement 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.

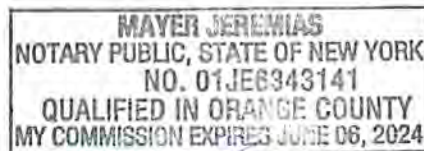
Further, Affiant sayeth naught. Esty Werzberger Esty W  
Abraham@interboropackaging.com

STATE OF New York

COUNTY OF Orange

The foregoing instrument was subscribed, sworn to and acknowledged before me by Esty Werzberger on this the 9th day of May, 2024.

My Commission expires: 06/06/24



[Signature]  
NOTARY PUBLIC, STATE AT LARGE Orange County, NY

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

**I. GREEN PROCUREMENT**

**A. ENERGY**

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

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

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

Key Benefits

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

**B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

**C. GREEN COMMUNITY**

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

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

Yes  No

**II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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 Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
  - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 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 quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. 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 Procurement.

## 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.*

Ealy Wy  
Signature

Interboro Packaging Corporation  
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.

Eoty Uy  
Signature

5/9/24  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Interboro Packaging Corporation

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																	
Professionals				See Attached													
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: Isby Weisberger, Secretary Date: 5 19 124  
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT  
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 Procurement 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 Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto: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 Procurement (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.**

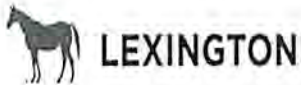
#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 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 Procurement 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 Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto: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 Procurement):

***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 th 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>)

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 73-2024 Sanitorial chemicals and supplies

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 Procurement 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. Interboro Packaging Abraham Jerepations 114 Boruchen Rd, Monticouney, NY 845-792-6800 abraham@interboropackaging.com	WBE MBE SBE	Vendor	TBD 60%	60%
2. Glopak Corp Bob MacDougall 132 Case Drive, S. Plainfield, NJ 908-753-8935 Bob@glopak.com	SBE MBE	Manufacturer	TBD 40%	40%
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.

Interboro Packaging corporation  
Company

Esty Wersberger  
Company Representative

5/9/24  
Date

Secretary  
Title



See page 19!

**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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 Procurement 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.				
2.				
3.				
4.				

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# LEXINGTON

N/A

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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 Procurement 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.					
2.					
3.					
4.					

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 73-2024 Janitorial ~~and~~ chemicals and supplies

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Interboro Packaging corporation</u>	Contact Person <u>Esty Werzberger</u>
Address/Phone/Email <u>114 Bracken Road Montgomey NY 12549 Abraham@interboropackaging.com 845-732-6800</u>	Bid Package / Bid Date <u>73-2024 Janitorial chemicals and supplies</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>Glopak Corp.</u>	<u>Bob M.</u>	<u>908 753-2735 bob@glopak.com</u>	<u>Ongoing Contract</u>	<u>Manufacturer</u>	<u>ongoing contract</u>	<u>TBD - 40% of potential award</u>	<u>SOE MBE</u>	<u>N/A</u>
<u>Interboro Packaging</u>	<u>Abraham</u>	<u>845-732-6800 abraham@interboropackaging.com</u>	<u>N/A</u>	<u>Vendor</u>	<u>N/A</u>	<u>TBD - 60%</u>	<u>SOE WBE MBE</u>	<u>N/A</u>

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

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

Interboro Packaging corporation  
Company

Esty Werzberger  
Company Representative

5/9/24  
Date

Secretary  
Title



**LEXINGTON**

upon Award

**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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # \_\_\_\_\_  
Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

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 Procurement 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 MWBDE 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 MWBDE 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.

Interboro Packaging corporation  
Company  
5/9/24  
Date

Esty Wezberger  
Company Representative  
Secretary  
Title

Interboro and its manufacturer are certified Small, Minority, Woman owned firms. See certificates attached. Should Interboro engage in further subcontracting, additional layers of cost would automatically have to be added, as another party would add their mark-up in the supply chain.



**AMENDMENT 1 —  
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,  
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
  
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
  
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Esty Uy  
Signature

5/9/24  
Date

Interboro Packaging Corporation

EEO-1 Worksheet

Job Category	Total Employees	Male				Female				Total Male	Total Female
		White	Black	Hisp	Am Indian	Minority					
						White	Black	Hisp	Am Indian		
Officials and Managers	4	3				1				3	1
Professionals											
Technicians											
Sales	5	0				5				0	5
Office & Clerical	8	5				3				5	3
Craft Workers (skilled)											
Operatives (semi-skilled)	4	3				1				3	1
Laborers (unskilled)	6	5				1				6	5
Service Workers											
Totals	27	16				11				16	11

### Special Notes to Bidder:


- 1- *Mop heads must be composed of at least 30% post-consumer waste and 67% post industrial waste and free from post recycling dyes. Please provide a price for bio-degradable liners.*
- 2- *Green Seal Standards for Paper towels - 100 % recycled (recovered after papermaking process); minimum 40 % post-consumer wastepaper content; core in roll towels are made from 100 % recycled materials. Green Seal Standards for Bath Tissue - 100 % recycle.*
- 3- *Lexington-Fayette Urban County Government may award this contract based upon the evaluation and which is of the best interest. Bids are to include all shipping costs to the point of delivery. Next day delivery required if necessary. Various Divisions of the Government may be using various delivery locations in Fayette County, but currently there will be one main delivery location. In the interest of reducing the overall handling cost, the LFUCG will endeavor to minimize and consolidate deliveries whenever possible.*
- 4- *We cannot provide quantities purchased but this bid is currently for 1 location only.*
- 5- *You do not have to bid all items.*
- 6- *Please enter your pricing information on lonwave under the line items tab. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.*
- 7- *You can view the previous tabsheet by searching awarded bids for Bid 59-2022.*
- 8- *Pricing should not be listed as one item if we have provided the quantity. Example – Pack of 200 should be the cost of each pack, not one individual item.*

State of New York  
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of INTERBORO PACKAGING CORP. was filed on 08/31/1982, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

\*\*\*

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 01st day of June two  
thousand and eighteen.*



*Brendan W. Fitzgerald  
Executive Deputy Secretary of State*





Small Business Enterprise (SBE)  
Interboro Packaging Corp.

## Interboro Packaging Corp.

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 424130: INDUSTRIAL AND PERSONAL SERVICE PAPER MERCHANT WHOLESALERS

This Certification commences February 25, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 29, 2024  
Issued Date: February 25, 2022  
CERTIFICATION NO. WFSB28929N0224

*Ericia Mitchell*

---

Certification Administrator



Women Business Enterprise (WBE)  
Interboro Packaging Corp.

## Interboro Packaging Corp.

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 424130: INDUSTRIAL AND PERSONAL SERVICE PAPER MERCHANT WHOLESALERS

This Certification commences September 20, 2023 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2025  
Issued Date: September 20, 2023  
CERTIFICATION NO. WFVB21925N0925

---

Certification Administrator



Edith Jeremias  
Interboro Packaging Corp.  
114 Bracken Road  
Montgomery, NY 12549-2600

Dear Edith Jeremias:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

**\*ESBE SBE WBE**

Certification Number: **223039500**  
Certification Expiration: **March 16, 2025**

Providing the following products or services:

NAICS 423450: MEDICAL, DENTAL, AND HOSPITAL EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

NAICS 423450: SURGICAL APPLIANCES MERCHANT WHOLESALERS

NAICS 423850: SERVICE ESTABLISHMENT EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is March 16, 2025.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Sandra Ramos  
Executive Director

THIS CERTIFIES THAT

# Glopak Corporation



\* Nationally certified by the NY & NJ MSDC, INC.

\* NAICS Code(s): 328111

\* Description of their products/services as defined by the North American Industry Classification System (NAICS)

02/16/2018

Issued Date

NY03736

Certificate Number

02/16/2019

Expiration Date

A handwritten signature in black ink, appearing to read "Louis Green".

Louis Green

A handwritten signature in black ink, appearing to read "Terrence Clark".

Terrence Clark, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile <http://central.org>

\* This MBE is certified by an Affiliate of the National Minority Supplier Development Council, Inc. ®

Central Development Council Affiliate

*Interboro Packaging Corporation*

*Nationwide Service*

*114 Bracken Road  
Montgomery, New York 12549-2600  
(845) 782-6800  
Fax (845) 781-2450*

May 9, 2024

Lexington-Fayette Urban County Govt.  
8200 East Main Street  
Lexington, KY 40507

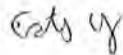
**Bid # 73-2025 Janitorial Chemicals and Supplies**

**“EQUIVELANCY FORM”**

This is to certify that the items offered by Interboro Packaging Corporation, for Lexington-Fayette Urban County Govt., are in full conformance with the bid specifications and requirements of the above referenced bid. Interboro reviewed each and every condition listed, as well as the individual item specs, and is in compliance with all of the bid and item requirements. Interboro's Items meets or exceeds the required specifications

If you have any question please do not hesitate to contact me.

Very truly yours,



Esty Werzberger  
Secretary

Quality Skin Care & Disposable  
Medical Products.  
Unmatched.



# SHIELD LINE NITRILE EXAMINATION GLOVES

Item #39 POWDER FREE • NON-STERILE

Our Nitrile Medical Examination gloves are our most popular non-latex product. Made from a synthetic polymer, these gloves don't contain any protein so they are less likely to cause irritation and allergic reactions. They also provide softness, sensitivity, feel and flexibility. The nitrile material reacts to your body temperature and conforms to the shape of your hand, making them exceptionally snug. ShieldLine Nitrile Examination Gloves are very reliable in these trying times.

Reorder No:	Size	Packaging
SHL-50522	X-Small	10/100/cs
SHL-50523	Small	10/100/cs
SHL-50524	Medium	10/100/cs
SHL-50525	Large	10/100/cs
SHL-50526	X-Large	10/100/cs



SHIELD LINE  
★ USA ★

featuring our MedPride and AmeriDerm product lines

Contact us to learn more about the **ShieldLine**  
product line and how it can benefit your customers

1 University Plaza, Suite 514  
Hackensack, NJ 07601 USA  
+1 800 277 6533  
[www.shieldline.com](http://www.shieldline.com)

**SRI TRANG GLOVES (THAILAND) PUBLIC COMPANY LIMITED**

10 Soi 10 Phetkasem Rd., Hatyai, Songkhla, Thailand, 90110

Tel. (66) 074-344-663 Fax. (66) 074-344-677

SCT.PD.SP.05.264-200719 R.00

DAR-SCT-2019-0541

TECHNICAL PRODUCT-DESCRIPTION

FILE NO: US-NOM-FE

Nitrile Powder Free, Online Chlorination Gloves, Medical US Spec

Appendix of Specification

**APPENDIX : 3**

**US-NOMC-6FE**

Revision 1

**SAMPLING, INSPECTION AND FINAL RELEASE INFORMATION**

Product Specification Code	Glove color	Characteristics		Test-Method
		Major defects*	Minor defects*	
US-NOMC-6FE	Blue	AQL <= 1.5	AQL <= 4.0	ASTM D5151

**Major defects:**

Pinholes enclosed - Inspection level G I for leaks, highest concern are non-conformities which prevent correct use of the product.

**Minor defects:**

Inspection level G I for visual defects aggregated are non-conformities of lower degree of concern, which do not prevent correct use of gloves.

Remark:

\* Test-Method following In-house practice.



**SPECIFICATION SHEET**

Date: 3/15/2022

Product Code: SHL-50523/4/5/6

**Product:** Nitrile Exam Gloves- N/S Powder free -10/100/cs

SPEC	SIZE				TOLERANCE
	S	M	L	XL	
Total Length (mm)	230	230	230	230	Min
Thickness of Palm(mm)	0.07	0.07	0.07	0.07	±0.02
Thickness of Finger(mm)	0.08	0.08	0.08	0.08	±0.02
Width of palm (mm)	85	95	105	115	±2
Tensile-strength (≥min )	14mpa	14mpa	14mpa	14mpa	Min
Elongation before / after aging (%)	500/400	500/400	500/400	500/400	Min
Weight(g)	3.0	3.5	3.9	4.3	±0.3

Characteristics	Inspection Level	Acceptable Quality Level	Reference Standard
Dimensions	S2	4.0	ASTM D6319-10
Physical Properties	S2	4.0	ASTM D6319-10
Freedom from Holes	GI	1.5	In-house practice
Visual Defects:			
Major Visual	GI	2.5	In-house practice
Minor Visual		4.0	
Packaging Defects:			
Regulatory	GI	**	In-house practice
Visual	GI	4.0	
Critical (incl. Gloves Counting)	S2	4.0	
Powder Free Residue	N=5	-	ASTM D6319-10
Mix Size / Mix Glove / Mix Hand	Not Allowed		



Item #39



*Viva*

## Nitrile Powder-free Examination Gloves



Our Viva Nitrile Powder-Free Examination gloves are ideal for those who love reliable protection with great skin alike comfort and reduced fatigue in your hand. It is designed to provide a reliable solution to cover all application areas, commonly encountered anywhere in medical application area. This is why the product extends the range of covered fields by typical medical, protective equipment and safe food handling applications.

Our Nitrile examination gloves offer added value to users in term of "comfort & elastic feeling" as well enhanced protection against chemicals, and have been tested for resistance to selective chemicals (EN 16523-1) and chemotherapy drugs (ASTM 6978)

For chemical resistance chart please scan QR code



STGT Gloves are produce with 100% Sustainable biomass energy



「Touch Of Life™



## Sustainability CERTIFICATES



## Factory CERTIFICATES



### COMPLIES TO

ASTM D6319		EN 455	
<b>Length:</b>	Min 220mm (XS-S), Min 230mm (M-XL)	<b>Length:</b>	Median ≥ 240mm
<b>Single Wall Thickness (Finger):</b>	Min 0.05mm	<b>Single Wall Thickness (Finger):</b>	-
<b>Elongation: (Before/After Aging):</b>	Before 500%/ After 400%	<b>Elongation: (Before/After Aging):</b>	-
<b>Tensile Strength (Before/After Aging):</b>	Before Min 14Mpa/ After Min 14Mpa	<b>Force At Break (Before/After Aging):</b>	Before Median ≥ 6N/ After Median ≥ 6N

\*For other standards please contact us

### TESTED FOR USE WITH CHEMOTHERAPY DRUGS AND FENTANYL (TESTED ACCORDING TO ASTM D6978)

Drugs	Minimum Breakthrough Detection Time
5-Fluorouracil	No breakthrough up to 240 minutes
Carmustine (BCNU)	23.5 Minutes
Cisplatinum	No breakthrough up to 240 minutes
Cyclophosphamide (Cytosan)	No breakthrough up to 240 minutes
Dacarbazine (DTIC)	No breakthrough up to 240 minutes
Doxorubicin Hydrochloride	No breakthrough up to 240 minutes
Etoposide (Toposar)	No breakthrough up to 240 minutes
Methotrexate	No breakthrough up to 240 minutes
Paclitaxel (Taxol)	No breakthrough up to 240 minutes
Thiotepa	39.7 Minutes
Vincristine Sulfate	No breakthrough up to 240 minutes
Fentanyl	No breakthrough up to 240 minutes

## "Silken"



Micro texture at fingertip  
precise grip

Single wall thickness (finger)  
typical value 3.5 mil (0.09 mm)

High comfort  
& flexibility

Latex protein free

Powder free

Efficient and easy donning

MDD CLASS 1

Great protection against viral  
penetration and chemical permeation

PPE CAT III CE 2777

240 mm length (median)

Food contact compliance

PPE CAT I CE

Average weight 3.5±0.2g for size M

**SRI TRANG GLOVES (THAILAND) PUBLIC COMPANY LIMITED**

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SCT.PD.SP.05.264-200719 R.00  
TECHNICAL PRODUCT-DESCRIPTION  
FILE NO: US-NOM-FE

DAR-SCT-2019-0541

Nitrile Powder Free, Online Chlorination Gloves, Medical US Spec

PAGE 1 of 3

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**PRODUCT**

**Nitrile Examination Glove, powder free**

Medical grade, Textured at Finger Tip surface, Non-sterile

**INTENDED USE**

Medical activities on the outer, intact skin of the body, including all natural orifices.

**MATERIAL**

Nitrile latex. This product does not contain Proteins found in Natural Rubber goods.

**SURFACE TREATMENT**

Halogenation and extensive washing in water online.

**SHAPE**

Straight fingers, thumb and fingers in one plane, fits either hand (ambidextrous)

Rolled rim

**SIZES**

Extra small (XS), Small (S), Medium (M), Large (L), Extra-large (XL)

**COLOR**

According to the appendix

**MARKING**

Gloves are not marked to designated size

**Vigilance and Reporting system**

Conducted according to the official reporting criteria of problems and reactions, caused by examination gloves must be reported within one day by phone or fax.

1. To Sri Trang Agro-Industry Public Company Limited (Bangkok Branch). Contact to: Marketing Manager (Tel :+66 2207 4500 Ext 2402 Fax: 66 2108 2241 44)
2. To Sri Trang USA, Inc. Contact to: Quality Assurance and Regulatory Affairs Leader (Tel: Direct: +1 (813) 606-4316 | TF: +1 (888) 483-6898)
3. To Sri Trang Gloves (Thailand) Public Company Limited, Contact to: Product Manager (Tel:+66 74 291 648, Fax: 291 650).

**QUALITY CHARACTERISTICS** (Every mentioned standard is used in the latest edition.)

**US: American standard/requirement**

DESCRIPTION	SPECIFICATION	TEST-METHOD
<b>BIOCOMPATIBILITY</b>		
Powder residue on powder free gloves	< 2.0 mg/glove	ASTM D 6124
<b>PHYSICAL PROPERTIES</b>	ASTM D 6319	
Tensile strength before/after aging (MPa)	Min 14 / 14MPa	ASTM D 412/ ASTM D 573
Ultimate elongation before/ after aging (%)	500% / 400%	ASTM D 412 /ASTM D 573
<b>DIMENSION</b>	ASTM D 6319	ASTM D 3767
Hand-width size related	size related table issued on request XS : 70±10 mm. S : 80 ± 10 mm. M : 95 ± 10 mm. L : 110 ± 10 mm. XL : 120 ± 10 mm.	
Total length	Min 220 mm: XS, S Min 230 mm: M, L, XL	ASTM D 3767
Single Wall thickness	ASTM D 6319 Min 0.05 mm. Min 0.05 mm. Palm	ASTM D 3767
Finger Palm		

**FINAL GLOVE RELEASE PACKAGING; MARKING; CONTAINER DELIVERY INSPECTION**

**Assurance action following the latest edition of the standards**

ASTM D 6319 "Standard Specification for Nitrile Examination Gloves for Medical Application"  
 Set-up and patrol inspection (in process) at packaging and labelling.

Supervision and stuffing records of vehicle or vessel loading.

**PERFORMANCE REQUIREMENTS FOR QUALITY CHARACTERISTICS**

In accordance with ISO 2859 "Sampling Procedures and Tables for Inspection by Attribute",  
 All standards listed in this specification are applied to medical gloves non-sterile.

**PRODUCTION ATTRIBUTIVE RELEASE INSPECTION**

Sampling for inspection in accordance with ISO 2859 (unit 1 glove).

**GOOD MANUFACTURING PRACTICE**

The gloves are manufactured in compliance with ISO 9001, ISO 13485

**MICROBIOLOGICAL CLEANNESS CONTROL**

The bioburden of the finished gloves are monitored and recorded. Unusual contaminants are identified. It is attempted to determine their sources and eliminating or reducing their impact. Tests are performed by an approved institute for Microbiological Control.

**CAUTION:** Non-sterile examination gloves are used in a variety of circumstances, including procedures where the surface of the glove contacts wounds, body cavities, or other possible routes of contamination.

**CERTIFICATES**

A Certificate of Compliance with this specification can be issued only on request together with the order.

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PAGE 3 of 3

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**STORAGE**

Keep storage area cool, dry and dust free, avoid ventilation and storage close to photocopy equipment. Copper ions discolour the glove. Protect gloves against ultraviolet light sources, as sunlight and oxidizing agents. Storage above 100°F(38°C) will lead to accelerated aging and should be avoided under any circumstances. Long term storage in bulk can lead to pleats, stickiness and early aging of the glove and should be avoided.

**“Descriptive Literature”**

**Bid # 73-2024 Janitorial Chemical and Supplies**

Item Number	Product Name	Width (Inch)	Length (Inch)	Color	Count
2	INT-2424-Reg	24	24	Red	1,000
3	INT-4048-X-Hvy	40	48	Red	250
9	INT-4348-H	43	48	Clear	200
10	INT-3037-Reg	30	37	Clear	500
11	INT-3340-Heavy	33	40	Blue	250

**Please Note!** It is understood that we are quoting the prices per the unit you have specified in the bid. However, as the columns above “Bags per case/Packed” indicate, we would prefer to stock some items in a different pack. Please refer to attached the letter for adjusted prices.

March 13, 2024

Lexington-Fayette Urban County Govt.  
8200 East Main Street  
Lexington, KY 40507

**Bid # 73-2025 Janitorial Chemicals and Supplies**

To Whom It May Concern:

We are enclosing samples, which are being submitted in compliance with the above-referenced bid.

Please Note! The samples are in accordance with the specified strength. However, since these are the only bags that we have in stock at the present time, the size of some bags may differ with a couple of inches. Also, the color or seal of some bags may be different. **Except for the gloves, will be exactly as the sample enclosed.**

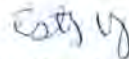
Upon approval of our bid we shall manufacture the bags exactly according to the specified size & color. The purpose of the samples is to test the strength of the bag and the material we are offering. These samples do serve this purpose.

All shipments made consistent with the enclosed samples will be deemed in full conformance with all bid specifications. We are relying upon approval of these samples for compliance of its bid and will ship only such bags, in the specified size/color. Acceptance of our bid shall conclusively constitute approval of the enclosed samples as conformity with bid specifications.

Futhermore, it is hereby understood that we are quoting the prices per the unit you have specified in the bid. However, as the table below indicates, we stock some items in a different pack. Therefore, unless you insist on your specified count, we may prefer to ship according to our standard pack. This will only expedite the delivery of your orders. Be advised, however, that we will not deviate without your definite approval.

Item Number	Standard Pack	Adjusted Price
2	1,000/Case	\$49.20
3	250/Case	\$33.53
39	100/Box, 10 boxes/Case = 1,000/Case	\$28.20

Sincerely,



Esty Werzberger  
Secretary

Samples are following to 200 East Main Street and will arrive 5/17