#### Lexington-Fayette Urban County Government Request for Quotations

#### Request for Quotations #Q22-2011

Date of Issue: 11/11/2011

Sealed quotations will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until 2:00 PM, prevailing local time on 11/28/2011. Quotations must be received by the above-mentioned date and time. All quotations must show the company name and address, Quotation Number and commodity/service on the outside of the envelope. Quotes may be mailed to:

Director, Division of Central Purchasing 200 East Main Street, Room 338 #Q22-2011, Food Services for Family Care Center Lexington, KY 40507

Quotations are to include all shipping costs to the point of delivery located at: 1135 Red Mile Place, Lexington, Kentucky, 40504

Mtan Cotting@ smail. Com

E-Mail Address

	1135 Red I	Mile Place, Lei	xington, Ke	intucky, 4	0504				
		Item Des	cription						
See attached specifications and pricing									
Bid Specifications met?_	YES	NO (If no, 1	Vendor mu	ist attach (	ilternate	Specific	ations Sheet)		
No purchase g	gton-Fayette U oods and servic	Procurement rban County Go es and also to m	vemment w ake paymen	ill be using	u accept P	rocureme	s to nt Cards?		
This quotation is subject (30) days from the openin	to attached sp g date. Signa	ecifications, te ture of this quo	erms and contation sign	onditions a ifies accep	and is va	lid for a terms an	period of thirty deconditions.		
We, the undersigned, her Fayette Urban County Go	eby propose i	to furnish the scordance wit	goods and h the terms	or service and cond	es listed itions sho	above to wn.here	the Lexington- in.		
Submitted by:    Value of the content of the conten	Atani Ca	tering C.		Part P Programme Appellment a commission of \$11 minutes and \$10 minutes and \$1					
and Ad	4/08 5940 dress	res Rd		***************************************	***************************************				
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	. <u>59 - 396 - 0</u> ea Code - Phon	The residence of the second contract of the s	F'c	m#					

# Certificate of Independent Price Determination

(a)	By submission of this quote, the bidder certifies, and in the case of a joint quote, each party thereto certifies, as to its own organizations, that in connection with this procurement:
(i)	The prices in this quote have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
(a)(2)	Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to quote opening, directly or indirectly to any other bidder or to any competitor; and
(a)(3)	No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a quote for the purpose of restricting competition.
(b)	Each person signing this quote certifies that:
(b)(i)	He is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or
(b)(2)(1)	He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify:
(b)(2)(1)	and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.
Signature of	food service management company's authorized representative  Date 11-26-2011
Title	When Date 11- 216-2011
	this quote, the institution certifies that the institution's officers, employees or agents have not tion which may have jeopardized the independence of the quote referred to above.
Signature of	Authorized Institution Representative

(Accepting a quote does not constitute acceptance of the contract)

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination.

UNIT PRICE SCHEDULE A	В	C	D	E
(Completed by	(Completed by	(Completed by	(Completed by	(Completed by
Institution)	Institution)	Institution)	Contractor)	Institution)
Meal Type	Estimated Servings per Day	Estimated Number of Serving Days	Unit Price	Total Price
Breakfast			\$.90	S
Lunch			\$ 1.20	\$
PM Snack			\$.70	\$

#### Bid (RFQ/IFB) © Response Mon. Nov 28, 2011 02:25 PM EST

You may print this Bid (recommend "landscape" mode).

Submission OK, control# 48DF227FEDFB632243723A9DE668223

Confirmed On 11/26/2011 02:30 PM EST

**Department** Central Purchasing

200 East Main Street, 3rd

Floor Government Center Lexington, KY 40507

Buyer Name Theresa Maynard (theresam@lexingtonky.gov) Buyer Phone # 859-258-3320

Request # 022-2011

Main Service/Commodity

Category

Request Title Food Services for Family Care Center

Due Date 11/28/2011

Contract (Award) Option: Firm Bid

Due Time 02:00 PM EST

Supplier Information:

James Baker Mtani Catering, LLC 468 Squires Road Lexington, KY 40515

Phone Number: 859-396-0071

Fax: 859-264-8325

Delivery Date: None specified.

Alternate Delivery Date No Alternate Delivery Date provided by firm.

and Explanation:

Mtani Catering Ins Cert 2012 Mtani Caterino Ins Cert 2012 Workers Comp.pdf pi.pdf p2.pdf 14.86 KB 4.14 MB 987.14 KB Mtani business license 2011,pdf Food Permit 2011,pdf SCHEDULE A.docx 802.33 KB 18.44 MB 13.76 KB Mtani Catering Family CS bid certificate.pdf Mtani Catering Ins Cert 2012 p3.pd 1.89 MB 1.46 MB

The following proposed cost must include sales and other applicable taxes into the line item price. All costs proposed are F.O.B. department dock.

Item#	Qty	U/M	Department Stock Code	Unit Price	Extended Price
1		Each			
Specification: F	ood, or equ	al.			
	100	Informatio	Lunch and Snacks	\$2.80	\$280,00

Grand Total: \$280.00

Contact

Customer Support: 1-866-526-9266

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#### The Law

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

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

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

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

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

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

#### Bidders

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

Signature

2 Name of Busine

# Tri-State Minority Supplier Development Council

THIS CERTIFIES THAT



# Mtani Catering, LLC

National Minority Supplier Development Council,  $\ln c^{\otimes}$  (NMSDC $^{\otimes}$ ) and as adopted by the Tri-State Minority Supplier Development Council Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the

\*\*NAICS Code(s); 722320

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

02/21/2011

02/21/2012 Issued Date

Expiration Date

KY1281

To Genus, President, TSMSDe

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org.

An affiliate of the National Minority Supplier Development Council, Inc. <sup>®</sup> (NMSDC<sup>®</sup>)

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# THE CINCINNATI INSURANCE COMPANY

A Stock insurance Company

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

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SENS AND OR ENDORSEMENTS APPLICABLE 1	O COMMERCIAL GEN	UAL PREMIUM \$ 3 ERAL LIABILITY CO	



#### P.O. BOX 145496, CINCINNATI, OHIO 45250-5496 513-870-2000

A Stock insurance Company

ENP 004 63 66

**Previous Policy Number** 

### COMMON POLICY DECLARATIONS

and the first of t	Billing Method: DIRECT BILL
POLICY NUMBER	
NAMED INSURED MTANI CATERING LLC	
3305 PUEBLO CT	
ADDRESS LEXINGTON, KY 40509-8440	化氯化硫酸氢化物 医乳头红斑病红
(Number & Street,	Application of the second seco
Town, County,	
State & Zip No.)	
Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR M.	AILING ADDRESS SHOWN ABOVE
All coverages except Automobile and / or Garage	
Policy number: ENP 004 63 66 FR	OM: 10-25-2011 TO: 10-25-2012
Automobile and / or Garage	and the second of the second o
and the contract of the contra	
	OM. TO:
Agency J. SMITH LANIER & CO. 16-364	
City LEXINGTON, KY	Commence of the Commence of th
Legal Entity / Business Description	
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LIMITED LIABILITY COMPANY	
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IA4238 01/08 CAP ON LOSSES FROM CERTIF	77 77 7 A CHEM AND STORMAN AND MAN
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#### NOTICE

Your premium for this policy includes a Kentucky state surcharge tax required by KRS 136.392 and a tax which will be remitted to the municipality or county in which you reside. The amount of the tax is shown on your policy.

S-KY-1 (7/10)

IA 509 05 09

Page 1 of 1

ENP 004 63 66

#### **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

#### A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. Inspections and Surveys

- 1. We have the right to:
  - a. Make inspections and surveys at any time:

- Give you reports on the conditions we find; and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - Comply with laws, regulations, codes or standards.
- 3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

# F. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

#### COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER:

ENP 004 63 66

Named Insured is the same as it appears on the Common Policy Declarations unless otherwise stated here.

Loc. (address)

REFER TO IA904

COVERAGE PROVIDED					Ap		PTIONA le only			NGES ntry is made	
			Coin- surance	Covered Cause Of						Business	
Item	Coverage	Limits	SMAINE	Loss						income ndemnsty	
•					Guard		Replace- ment Cost incl. Stock		Monthly Limit	Maximum Exercis Factor Result	
1-1	BUSINESS PERSONAL	10.000	90%	SPECTAL.	(%)	(N)	(x)	(X)	(fraction)		

DEDUCTIBLE: \$500.00 unless otherwise stated \$

MORTGAGE HOLDER

Item Name and Address

PROPERTY

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

FM101 04/04 BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES

OF LOSS)

FA4042 11/07 PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT

FA450 11/04 COMMERCIAL PROPERTY CONDITIONS

## THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/2011

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

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

c	ertificate holder in lieu of such endors	emen	t(s).		u01361	nent. A state	ment on this	certificate does not cor	ner ng	nts to the	
	DUCER		***************************************	**************************************	CONTACT NAME:						
J Smith Lanier & Co-Lexington						PHONE (A/C, No, Ext): 800 796-3567 FAX (A/C, No): 859-254-8020					
Powell-Walton-Milward						E-MAIL ADDRESS:					
_	Box 2030									NAIC#	
Lex	kington, KY 40588				INSURER A : Cincinnati Specialty Underwrite					13037	
INSL					INSURER B : Kentucky Employers Mutual Ins. 103						
	Event Tenders, LLC 2901 Richmond Road, Suit	. 420	40.	A '7	INSURER C:						
	Lexington, KY 40509	ie 130	#44	*1	INSURER D:						
	Eckington, RT 40309				INSURER E :						
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	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	s100,0	000	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s500,0	000	
		***************************************									
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Att	ach A	CORD 101, Additional Remarks 5	Schedule	, if more space is	s required)				
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CER	RTIFICATE HOLDER				CANC	ELLATION				****	
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	JAMES BAKER							SCRIBED POLICIES BE CA			
	MTANI CATERING LLC		THE	EXPIRATION ORDANCE WI	DATE THE	REOF, NOTICE WILL BI LICY PROVISIONS.	E DELI	VERED IN			
	3305 PUEBLO CT	,,,,,,,,	YYI	rer strik FQL	TO THOUSING.						

ACORD 25 (2010/05) 1 of 1 #S1323425/M1323424

LEXINGTON, KY 40509

**AUTHORIZED REPRESENTATIVE** 

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	·			

Lexington
Fayette
Urban
County
Government
Division of Revenue
200 East Main Street
Lexington, KY 40507

Customer ID:

0014624300

Location No:

- 1

Date

6/8/2011

# BUSINESS OCCUPATIONAL LICENSE

is issued for the period:

January 1, 2011 through December 31, 2011

MTANI CATERING LLC 3305 PUEBLO COURT

LEXINGTON

KY 40509

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. This license is not transferable, and must be renewed annually.

			•

Attached is your permit THIS PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE

Permit # 71366

Issued: 11/25/2010

Expires 12/31/11

MTANI CATERING, LLC % JAMES BAKER, JR 468 SQUIRES ROAD LEXINGTON KY 40515

Cut Along This Line

County FAYETTE

CABINET FOR HEALTH AND FAMILY SERVICES COMMONWEALTH OF KENTUCKY

THIS PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE

47

#### \*\*\*PERMIT TO OPERATE\*\*\*

AUTHORIZATION IS HEREBY GRANTED TO OPERATE A FOOD SERVICE ESTABLISHMENT IN COMPLIANCE WITH KENTUCKY FOOD, DRUG, AND COSMETIC ACT THIS PERMIT IS NON-TRANSFERABLE AND SHALL EXPIRE ON 12/31/11

Location of Establishment If Different From Mailing Address

MTANI-CATERING, LLC % JAMES BAKER, JR 468 SQUIRES ROAD **LEXINGTON KY 40515** 

PERMIT # 71366

**EXPIRATION DATE** 12/31/11

Given under our hands on this date 11/25/2010

**FAYETTE COUNTY** 

JANIE MILLER / Secretary for Health And Family Services

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