

### Bid 16-2023 National Environmental Contracting, Inc. Supplier Response

### **Event Information**

Number: Bid 16-2023

Title: Environmental Abatement Services

Type: Competitive Bid

Issue Date: 1/23/2023

Deadline: 2/13/2023 02:00 PM (ET)

Notes: Please attach response in one pdf.

### **Contact Information**

Contact: Sondra Stone

Address: Central Purchasing

Government Center Building

Room 338

200 East Main Street Lexington, KY 40507

Phone: (859) 2583320 Fax: (859) 2583322

Email: sstone@lexingtonky.gov

### **National Environmental Contracting, Inc. Information**

Address: 2660 Technology Drive

Louisville, KY 40299

Phone: (502) 261-0800 Fax: (502) 261-0828 Web Address: necontracting.com

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.

Neil J Stamp	neils@necontracting.com
Signature	Email

Submitted at 2/13/2023 01:21:31 PM (ET)

### **Response Attachments**

### NEC Bid Docs for 16-2023.pdf

NEC Bid Docs 16-2023

### **NEC Supplier Response Sheet Only 16-2023.pdf**

NEC Supplier Response Sheet ONLY 16-2023

Page 2 of 2 pages

Vendor: National Environmental Contracting,



### Bid 16-2023 National Environmental Contracting, Inc. Supplier Response

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200 East Main Street Lexington, KY 40507

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Email: sstone@lexingtonky.gov

National Environmental Contracting, Inc. 2660 Technology Drive Louisville, KY 40299-6424

### National Environmental Contracting, Inc. Information

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2660 Technology Drive

Louisville, KY 40299

Phone:

(502) 261-0800

Fax:

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Web Address: necontracting.com

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NeilS@NEContracting.com Email

Signature

Neil J. Stamp, President

National Environmental Contracting, Inc. 2660 Technology Drive Louisville, KY 40299-6424



### **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Central	l Purchasing	Da	ate of Issue: 01/23/2023
11	OITATIV	N TO BID #16-2023 Environmental Abatement	Services
Bid Opening Date: Address:	<b>02/13/202</b> All bids mu	Bid Opening st be submitted on line at <a href="https://lexingtonky.ionwave.net/">https://lexingtonky.ionwave.net/</a>	Time: 2:00 PM
Type of Bid:	Price Contr	act	
Pre Bid Meeting: Address;	N/A N/A	Pre Bid Time	N/A
be submitted/uploade	ed by the above shipping, hand	nline at <a href="https://lexingtonky.ionwave.net/">https://lexingtonky.ionwave.net/</a> until <a href="https://lexingtonky.ionwave.net/">2:00 PM</a> , prevailing local time- e-mentioned date and time.  dling and associated fees to the point of delivery (unless otherwise specified)	
XXX Bid Speci	fications Met osal submitted.	Check One:  Exceptions to Bid Specifications. Exceptions shall be itemized and	Proposed Delivery: as needed days after acceptance of bid.
services and also to	o make payme	the Lexington-Fayette Urban County Government may be using Procurements. Will you accept Procurement Cards? Yes  he forms in this document should be completed and uploa	XXX No
Submitted		National Environmental Contracting, Inc.	
		Firm Name	
		2660 Technology Drive	
		Address	
		Louisville, KY 40299	
		City, State & Zip	
Bid must	be signed:	President	
		Signature of Authorized Company Representative - Title	e
		Neil J. Stamp	
		Representative's Name (Typed or printed)	
		502-261-0800 502-261-0828 Area Code - Phone - Extension Fax #	
		NeilS@NEContracting.com	

E-Mail Address

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

			AF	FIDAVIT	
per	Comes rjury as follows	the Amarit,	eil J. Stamp	, and after bei	ng first duly sworn under penalty of
1.	His/her name	e is Neil J. St	атр	and he/she is the ind	ividual submitting the bid or is the
	authorized re	epresentative of _	National Environm	ental Contracting, Inc.	
	the entity sul	bmitting the bid (h	nereinafter referred to as	"Bidder")	
2.		prior to award of			ounty Government at the time the bid ard to those taxes and fees during the
3.	Bidder will o contract.	btain a Lexington	-Fayette Urban County (	Government business license	e, if applicable, prior to award of the
4.	Bidder has a Revenue and not been obt	to disclose to the	ision of Central Purchasir 2 Urban County Council th	ng to verify the above-menti nat taxes and/or fees are de	oned information with the Division of inquent or that a business license has
5.		years and the awa			Commonwealth of Kentucky within the vision of the campaign finance laws of
6.	Bidder has no Ordinances, l	ot knowingly viola known as "Ethics A	ted any provision of Chap Act."	ter 25 of the Lexington-Faye	tte Urban County Government Code of
7.	described by		ance defining an offense,		espect to conduct or to circumstances ould have been aware that his conduct
	Further,	Affiant sayeth nau	uaht.		
	1995.64			Nei	I J. Stamp, President
ST	ATE OF	Kentucky			
co	OUNTY OF	Jefferson			
	The fore	going instrument	was subscribed, sworn to	and acknowledged before n	ne
by	Neil J. S	Stamp		on-this the 1	3th_day
of .		, 20 <mark>23</mark> . mission expires: _	12-2-25 _		BRYAN DAUB # KYMP41251 Notary Public, State at Large, KY My commission expires Dec. 2, 2025
			NOTARY	PUBLIC, STATE AT LARGE	

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

Page 2 of 30

### 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 <a href="https://www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as <a href="https://www.energystar.gov">non-compliant</a>.

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 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 <a href="www.Greenseal.org">www.Greenseal.org</a> 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	XXX	No
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### II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

### **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.

National Environmental Contracting, Inc. 2660 Technology Drive

Signature

Neil J. Stamp, President

Name of Business Louisville, KY 40299-6424

### **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.
- 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'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.

Signature Neil J. Stamp, President

02-13-2023

Date

National Environmental Centracting, Inc. 2660 Technology Drivo Louisville, KY 40299-6424 Name of Organization:

National Environmental Contracting, Inc.

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Prepared by:

(Name and Title) Beth

Bethany McMillian Controller

Revised 2015-Dec-15

Date: 02 / 13 / 2023

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National Environmental Contracting, Inc. 2660 Technology Drive Louisville, KV 40299-6424

## Seporting Period: 01-01-23 to 01-31-23

National Environmental Contractin

Asian/ Pacific Islander ie Male Female	00. 00. 00.	00.	00. 00. 00 00. 00. 00	00.
Hispanic e Male Female	00.	00.	1,845.00 227.	2,833.00
Black Male Female	00. 00.	00.	3.50 1,164.50 208.00 3.00 320.00 .00	1,762.50
Total All Employees By Trade Male Female	123.00	123.00	4,967.50 659.50 1,164.50 448.00 70.00 320.00	8,493.50
Construction Trade Class	Operator - Lift Other	Sub-total	Total Journey Workers Total Apprentices Total Trainees	Grand Total

Bethany McMillian, Controller

National Environmental Contracting, Inc. 2660 Technology Drive Louisville, KY 40299-6424

(502) 261-0800

DATE

2/13/23



### LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #\_\_\_16-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.	Not	Applicable		
9.		f-perform al		
this cont	ract w	ith no sub-	contract	ors.
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.

National Environmental Contracting, Inc.	Neil J. Stamp
Company	Company Representative
02-13-2023	President
Date	Title



### LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #\_16-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.	Not	Applicable		
3. NEC plans	to <u>sel</u> j	<del>-perform</del> al	l work u	nder
this cont	ract w	ith no sub-o	ontract	ors.
4.				
		1		1

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.

National Environmental Contracting, Inc.	Neil J. Stamp
Company	Company Representative
02-13-2023	President
Date	Title



Company

### LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 16-2023

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.	NI	at Amal	icabla		
2		ot Appl			
NEC pla this co	ns to <u>se</u> ontract				
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.

National Environmental Contracting, Inc.

Neil J. Stamp

Company Representative

Date President
Title



### MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #\_\_\_\_16-2023

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 N-A	Contact Person N-A
Address/Phone/Email	Bid Package / Bid Date
N-A	N-A

MWDBE Company Addre	Contact Person	Contact Information (work phone, Email, cell)		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
NE	C pl	ans to	self-	perf	orm all	work u	nde	
tl	nis c	ontra	ct wi	th no	sub-co	ntracto	ors.	

(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.

National Environmental Contracting, Inc.	Nell J. Stamp				
Company	Company Representative				
02-13-2023	President				
Date	Title				



### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Project Name/ (	Contract #	N-A	1	Work Period/	From: N-A		To:
Company Name		N-A	يا	Address:	N-A		
Federal Tax ID:	N	N-A		Contact Persor	n: N-A		
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	this Period	Purchase Order number for subcontractor work Please attach	Scheduled Project Start Date	Scheduled Project End Date
NEC	plans	to <u>sel</u>	f-pe	rform	all wo	rk un	der
thi	s cont	ract w	vith	no sub	-contr	actor	s.
v the signature bel	ow of an author.	ized company r	representati	ve, you certify th	nat the informatio	on is correct, a	and that each

### LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # 16-2023

By the signature below of an authorized company r following Good Faith Efforts to obtain the maximu business enterprises on the project and can supply t	m participation by MWDBE and Veteran-Owned
Advertised opportunities to participate in general circulation media; trade and professional business or trade publications; and publication disadvantaged businesses not less than fifteen (I bids to allow MWDBE firms and Veteran-Owned)	ns or trades targeting minority, women and 5) days prior to the deadline for submission of
Included documentation of advertising in the efforts package	e above publications with the bidders good faith
Attended LFUCG Central Purchasing Ecor	nomic Inclusion Outreach event
Attended pre-bid meetings that were sched Veteran-Owned Businesses of subcontracting opp	uled by LFUCG to inform MWDBEs and/or portunities
Sponsored Economic Inclusion event to precontractors and MWDBE firms and Veteran-Own  Not Application  Requested a list of MWDBE and/or Veteral showed evidence of contacting the companies on	ed businesses  ble in subcontractors or suppliers from LFUCG and
C plans to self-performent work with certified MWBDE firms and Veteran-Owned busing their casponses about the part of the odds.	MWDBE companies for assistance in finding inesses to work on this project. Those contacted spood (ath efforts acqualified, certified MWDBEs ess than seven (7) days prior to the deadline for
Followed up initial solicitations by contacto determine their level of interest.	ting MWDBEs and Veteran-Owned businesses
Provided the interested MWBDE firm and timely information about the plans, specifications	/or Veteran-Owned business with adequate and , and requirements of the contract.
Selected portions of the work to be perfor businesses in order to increase the likelihood of nappropriate, breaking out contract work items MWDBE and Veteran participation, even when the work items with its own workforce	into economically feasible units to facilitate
Negotiated in good faith with interested MV rejecting them as unqualified without sound reas capabilities. Any rejection should be so noted in woodld not be reached.	
	1.1 Gardenahma Inc

Veteran-Owned businesses which w	quotations received from interested MWDBE firms and were not used due to uncompetitive pricing or were rejected as conses from firms indicating that they would not be submitting
a bid.	
fact that the bidder has the ability a will not be considered a sound reason	easons why the quotations were considered unacceptable. The nd/or desire to perform the contract work with its own forces on for rejecting a MWDBE and/or Veteran-Owned business's hall be construed to require the bidder to accept unreasonable and Veteran goals.
	ance to or refer interested MWDBE firms and Veteran-Owned equipment, supplies, materials, insurance and/or bonding to bid proposal
Made efforts to expand the set the usual geographic boundaries.	arch for MWBE firms and Veteran-Owned businesses beyond
	at the bidder submits which may show that the bidder has made ude MWDBE and Veteran participation.
rejection of bid. Bidders may include which is subject to approval by the	ne documentation requested in this section may be cause for eany other documentation deemed relevant to this requirement MBE Liaison. Documentation of Good Faith Efforts must be pation Goal is not met work under Derform all work under
The undersigned acknowledges that all information of the contract and/or boubled to applicable redo	s accurate. Any misrepresentations may result in termination ral and Sate and claims.
National Environmental Contracting, Inc.	Neil J. Stamp
Company 02-13-2023	Company Representative President
Date	Title

		Standard Rate	Overtime Rate
1	Asbestos Supervisor	\$_ <b>73.00</b> /hr	\$_98.00/hr
2	Asbestos Worker	\$ <u>66.00</u> /hr	\$ <u>89.00</u> /hr
3	Lead Supervisor	\$_ <b>73.00</b> /hr	\$_ <b>98.00</b> /hr
4	Lead Worker	\$_ <b>66.00</b> /hr	\$_ <b>89.00</b> /hr
5	Mold Supervisor	\$_ <b>73.00</b> /hr	\$_98.00/hr
6	Mold Worker	\$_66.00 /hr	\$_ <b>89.00</b> /hr

- 5.3 Prior Experience and References: Bidders shall demonstrate prior experience on asbestos, lead-based paint, and mold abatement through the submission of description of projects and reference information, including the name, address, and telephone number of a contact person (someone specifically familiar with the Contractor's time and materials work). A list of three references is required to be submitted with your bid. These references should be agencies your firm has done business with in the past year on projects with a similar scope to this one. Provide company names with contact person and telephone number. Include descriptions of projects, locations, service agreements, and records of all air monitoring data that were generated during the project.
- 5.4 <u>Certification</u>: Bidders and their employees must be certified as required by KY EPA and Dept. for Public Health for the purpose of asbestos and lead-based paint abatement. Submit proof of certification.
- 5.5 <u>Response Time for Unscheduled Work</u>: Bidders must indicate response time from phone contact by the Owner until personnel arrive on site to start work on a project.
- 5.6 <u>Re-insulation</u>: Some asbestos projects may require re-insulation. Occasionally re-insulation is required immediately after the asbestos abatement activity is completed. Bidders should describe how they would secure these services.
- 5.7 <u>Citations, Penalties, and Claims</u>: Bidders shall submit a notarized statement signed by an officer of the company, containing the following information:
  - 5.7.1 A record of any citations issued by Federal, State, or local regulatory agencies relating to abatement activities. Include projects, dates, and resolutions, if any.
  - 5.7.2 A list of penalties incurred through non-compliance with abatement project specifications, including liquidated damages, overruns in schedule time, limitations and resolutions.
  - 5.7.3 Situations in which an asbestos, lead-based paint or mold related contract has been terminated including projects, dates, and reasons for terminations.

National Environmental Contracting, Inc. 2660 Technology Drive Louisville, KY 40299-6424

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### National Environmental Contracting, Inc.

2660 Technology Drive • Louisville, KY 40299-6424

Office: 502.261.0800 800.650.8893 • Fax: 502.261.0828 www.NEContracting.com

### Lexington-Fayette Unban County Government ITB #16-2023 for Environmental Abatement Services

Division of Central Purchasing 200 E. Main Street, Room 338 Lexington, KY 40507

Attached you will find many documents and certifications on our firm that will meet or exceed the requirements in Section 5 of the ITB. In the event you need additional information or have any questions please do not hesitate to contact us.

- NEC has and will continue be responsive to all the environment issues required by LFUCG that include:
  - Asbestos Abatement
  - Lead Abetment
  - Mold Abatement
  - Hazardous Waste Remediation, including METH Lab clean-up
  - Demolition Services
  - Re-Insulation Services
- NEC can and will respond in LESS THAN FOUR (4) hours to any requests.
- NEC has NOT had any OSHA or EPA violations in the past 25 years and NEC has never had a contract terminated for lack of performance.

Neil J. Stamp, President

The above was subscribed, sworn to, and acknowledged before me on this 13<sup>th</sup> day of February 2023.

Notary Public, State at Large



### National Environmental Contracting, Inc.

2660 Technology Drive • Louisville, KY 40299-6424

Office: 502.261.0800 800.650.8893 • Fax: 502.261.0828 www.NEContracting.com

### <u>Abatement/Demolition/Mechanical Insulation</u> <u>Construction Services</u>

National Environmental Contracting, Inc. has more than 100 years of combined management experience in the Asbestos, Lead, and Mold Abatement industry. We offer Mechanical Insulation services, and we are also a full line Demolition contractor. NEC has been and will continue to be an innovator in the industry. Let us put this experience to work for you!

- NEC was started in April of 1994 as a Kentucky corporation and continues to operate from our home office in Louisville.
- NEC is the leader in the Louisville marketplace, but we are licensed in 14 states and will
  pursue other state licensing if needed to provide you with our services.
- NEC carries \$5,000,000 of General liability insurance with specific coverage for Asbestos Abatement as well as mechanical insulation & demolition.
- Our current EMR is 0.90
- NEC is a union contractor and signatory to the NMAPC but has negotiated agreements
  with Abatement Workers Local 207 and Insulators Local 51 that are very competitive and
  allows us to compete in the non-union markets.
- NEC employees have a minimum of OSHA 10 and/or OSHA 30 training as well as state specific abatement licensing.
- NEC is a member of the collect verily correct, Avetta, Avetta, safety networks.
- Our D&B number is: 84-800-4073
- Our DOD/DLA CAGE number is: 09ETO
- Our SAM SAM number is: 848004073 and our UE ID is: NC3DW5JZ7635
- Our Federal ID number is: 61-1259061
- Our firm is a 60% woman owned self-certified business

Neil Stamp

Bryan Daub

Bryan Daub

Bryan D@NEContracting.com

Bernie Schulten

Limits
Limits
BernieS@NEContracting.com



### National Environmental Contracting, Inc. 2660 Technology Drive • Louisville, KY 40299-6424

Office: 502.261.0800 800.650.8893 • Fax: 502.261.0828 www.NEContracting.com

### Select References 2022-23

Client Name (Contract Contact)	<u>Years</u>	Type of Work	\$\$ Amount	
Mr. Will Smith, Manager Engineering Norton Healthcare 200 E. Chestnut St. Louisville, KY 40202 william.smith@nortonhealthcare.org (502) 550-7121	2016-21	Asbestos & Mold Abatement and Misc. Services Mechanical Insulation	\$1,200,000+	
Mr. Mark Burnett, Construction Manager Southern Nuclear Vogtle 1&2 7821 River Road Waynesboro, GA 30830 x2mburne@southernco.com (706) 848-0593	2014-21	CT Asbestos Abatement and Misc. Services	\$8,000,000+	
Ms. Cheri Hildreth, CIH and Director University of Louisville Dept. Environmental Health and Safety 1800 Arthur Street Louisville, KY 40208-2759 cheri.hildreth@louisville.edu (502) 852-6670	1994-21	Asbestos Abatement Lead & Mold Abatement General Demolition	\$3,500,000+	
Mr. John Bartley, General Manager Medical Center Steam Plant 235 Abraham Flexner Way Louisville, KY 40202 john.bartley729@gmail.com (502) 584-7795	2016-21	Asbestos Abatement and Demolition	\$1,500,000+	



**Energy and Environment Cabinet** 

### DEPARTMENT FOR ENVIRONMENTAL PROTECTION DIVISION FOR AIR QUALITY

This Asbestos Abatement Certificate is Awarded to

### NATIONAL ENVIRONMENTAL CONTRACTING INC

in recognition that their personnel listed below have demonstrated proficiency and have fulfilled the training required in 401 KAR 58:040.

James C Branson
Keith Cooper
Bryan J Daub
Terry W Dillow
Fredrick C Mattice
Joseph LeBlanc
Eddie Allmon
Lawrence Gray
Michael Johnson

Stephen Riggs
Neil J Stamp
Bernie Humphrey
Bethany Bobby
Roderick Teagle
John W Clark
Robert Tennill
Thomas Sutherland
Donald E Bobby

This certificate is issued subject to the following conditions:

This entity shall comply with 401 KAR 58:025 and 401 KAR 58:040.

A person listed hereon must be on site during asbestos abatement activities.

Emma Morcio

Emma Moreo
Field Support Section

**CERTIFICATE NO. 97951** 

EFFECTIVE March 13, 2022

**EXPIRES March 12, 2023** 



## Kentucky Department for Public Health

Division of Public Health Protection and Safety

This is to certify that

# National Environmental Contracting, Inc

Having satisified the requirements of the Kentucky Lead-Hazard Detection and Abatement Act is hereby certified on 12/18/2021 as a

## Lead-Hazard Company

To perform lead-hazard detection and abatement activities for the Commonwealth of Kentucky

Certification Number: 45-001

**Expiration Date:** 

12/18/2023

Certification Type: Renewal

This certificate is subject to revocation, suspension, modification or amendment by the Department for causes including evidence of noncompliance for reasons listed in KRS 211.9063(4); or for any misrepresentation made in the application.



Kentucky Public Health

Public Safety Branch Manager

# Anited States Environmental Protection Agency

## This is to certify that

JAITED STATE



National Environment Contracting, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

## In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires May 27, 2025

NAT-42301-3

Certification #

May 07, 2020

Issued On



mile for

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2022

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

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

PRODUCER The Underwriters Group, Inc.	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 (A/C, No): 502-244-1411					
1700 Eastpoint Parkway	PHONE (A/C, No, Ext): 502-244-1343 (A/C, No): 502-244-1411 E-MAIL ADDRESS:					
P.O. Box 23790	INSURER(S) AFFORDING COVERAGE	NAIC#				
Louisville, KY 40223	INSURERA: Crum & Forster Specialty Insurance					
INSURED	INSURER B: Cincinnati Insurance Company 10677 INSURER C: Kentucky Employers' Mutual Insurance 10320					
National Environmental Contracting, Inc.						
2660 Technology Drive Louisville, KY 40299	INSURER D: Zurich American Insurance Company					
hoursville, al 40255	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NSR TR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S			
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR.	Х	Х	EPK140048	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000 \$100,000			
	X Ded/SIF \$10k GL; XCU						MED EXP (Any one person)	\$5,000			
	X Poll & E&O Each Act						PERSONAL & ADV INJURY	\$5,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,000			
	POLICY X PRO- JECT LOC			E&O Retro 7/1/2002			PRODUCTS - COMP/OP AGG	\$5,000,000			
	X OTHER: EBL \$1M/\$5k Ded		1 11	AGO MECLES TYTYZOGE			Pollution	\$5,000,000			
В	AUTOMOBILE LIABILITY	X	X	EBA0144179	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
	X ANY AUTO						1	11.0.		BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS	H	1.11			Physical Damage			BODILY INJURY (Per accident)	S	
	HIRED AUTOS NON-OWNED AUTOS			Scheduled Vehicles			PROPERTY DAMAGE (Per accident)	\$			
	X OTC Ded X Coll Ded							\$			
В	X UMBRELLA LIAB X OCCUR	X	X	ENP0144179 Underlying Auto, KY	07/01/2022	07/01/2023	EACH OCCURRENCE	\$2,000,000			
	EXCESS LIAB CLAIMS-MADE			WC & Other States			AGGREGATE	\$2,000,000			
	DED X RETENTION \$ 0		100	Employers Liab				\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			299912-KY Only WC594743606-Other	07/01/2022	07/01/2023	X PER OTH-				
D	ANY PROPRIET OR/PART NER/EXECUTIVE N	N/A		States EL Limit	0770172022	0770172023	E.L. EACH ACCIDENT	\$2,000,000			
	(Mandatory in NH)			\$1M/\$1M/\$1M			E.L. DISEASE - EA EMPLOYEE	\$2,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below	-	-				E.L. DISEASE - POLICY LIMIT	\$2,000,000			
Α	Transportation Poll-\$10k Ded Contractor Poll-\$10k Ded	X	X	EPK140048	07/01/2022	07/01/2023	Aggregate	1,000,000			
В	Leased/Rented Equip-\$1k Ded			ENP0144179	07/01/2022	07/01/2023	Aggregate Limit	5,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Informational Purposes Only

CERTIFICATE HOLDER	CANCELLATION		
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE		

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### Form (Rev. October 2018)

Department of the Treasury Internal Revenue Service

### **Request for Taxpayer Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Na	lame (as shown on your income tional Environmental Co	ontracting, Inc.		not leave this line blank	(a)		
2 E	dusiness name/disregarded entit	y name, if different from	above				
3 (	Check appropriate box for federal tax classification following seven boxes.  Individual/sole proprietor or C Corporatingle-member LLC		e person whose name	is entered on line 1, C	heck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
IIIsuacuou	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that					Exempt payee code (if any)  Exemption from FATCA reporting code (if any)	
2 -	is disregarded from the owner should check the appropriate box for the tax classification of its owner.						
5	Other (see instructions) Address (number, street, and ap	otions			(Applies to accounts maintained outside the U.S.)		
266	60 Technology Drive Dity, state, and ZIP code	actions:		Requester's name and address (optional)			
11	uisville, KY 40299						
	ist account number(s) here (opti	ional)					
	C.						
art I	Taxpayer Identifi	cation Number	(TIN)				
	r TIN in the appropriate box.	curity number					
te: If the account is in more than one name, see the instructions for line 1. Als niber To Give the Requester for guidelines on whose number to enter.				Also see What Name and Employe  6 1		er identification number	
art II							
he nu am no Service no long	e (IRS) that I am subject to b ger subject to backup withho	my correct taxpayer ding because: (a) I ar ackup withholding as olding; and	n exempt from bac s a result of a fallure	kup withholding, or	(b) I have not been	isued to me); and notified by the Internal Revenue b) the IRS has notified me that I am	
	U.S. citizen or other U.S. pe	ALCOHOL: PARTICIPATION CONT.					
tificat have uisitio	failed to report all interest and n or abandonment of secured	ross out item 2 above I dividends on your ta property, cancellation	if you have been no x return. For real est of debt. contribution	tified by the IRS that ate transactions, item ons to an individual m	you are currently sun 2 does not apply. Fatirement arrangement	bject to backup withholding because or mortgage interest paid, nt (IRA), and generally, payments a the instructions for Part II, later.	
gn ere	Signature of U.S. person ►	1			Date > 2/2	2023	
eneral Instructions				Form 1099-DIV (dividends, including those from stocks or mutual funds)			
ction references are to the Internal Revenue Code unless otherwise ed.				<ul> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> </ul>			
ture developments. For the latest information about developments ated to Form W-9 and its instructions, such as legislation enacted er they were published, go to www.irs.gov/FormW9.				Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)			
				<ul> <li>Form 1099-S (proceeds from real estate transactions)</li> </ul>			
urpose of Form				<ul> <li>Form 1099-K (merchant card and third party network transactions)</li> </ul>			

1098-T (tuition)

 Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

• Form 1098 (home mortgage interest), 1098-E (student loan interest),

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

An individual or entity (Form W-9 requester) who is required to file an

identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns the replaced by the rep

information return with the IRS must obtain your correct taxpayer

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)