



# MUNICIPAL SALES

A Sewer Root, Grease & Odor Control Company

September 2, 2016

Lexington-Fayette Urban County Government  
Division of Central Purchasing  
200 East Main St., Room 338  
Lexington, KY 40507

Attn: Brian Marcum

Re: Bid # 112-2016  
Sewer Line Chemical Root Control

Dear Brian:

Attached please find our response to the above referenced bid. For clarification purposes, we wanted to bring to your attention that we provided two (2) first pages of the Contractor's Qualifications. They are identical except for the Chemical Agent being offered, with no difference in pricing. One is for Sanafoam Vaporooter II which is referenced in the specifications and is a product we applied in Lexington in the past. The other is for Sanafoam Roo-Pru, which was approved for usage by Lexington in 2014 and we have been applying every year since.

We trust that you will find all other documentation in order and would like to take this time to thank LFUGC for this opportunity of being of service again.

Sincerely,

Norman B. Higginson

Enclosures



P.O. Box 4743 • Queensbury, N.Y. 12804

PHONE:(518) 747-2044 • FAX:(518) 747-5490



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 24, 2016

## INVITATION TO BID #112-2016 Sewer Line Chemical Root Control

**Bid Opening Date:** September 7, 2016

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids 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 **09/07/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

**Bid Security Required:** \_\_\_ Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

**Performance Bond Required:**  See Item #15  Yes \_\_\_ No

<input checked="" type="checkbox"/> Bid Specifications Met	<b>Check One:</b> ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> 60 days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ Yes <input checked="" type="checkbox"/> No		

Submitted by: MUNICIPAL SALES, Inc.

Firm Name

P.O. Box 4743

Address

Queensbury, NY 12804

City, State & Zip

**Bid must be signed:**  
(original signature)

Norman B. Higginson / VP  
Signature of Authorized Company Representative – Title

NORMAN B. HIGGINSON  
Representative's Name (Typed or printed)

518/747-2044      518/747-5490  
Area Code - Phone - Extension      Fax #

NORMAN.HIGGINSON@MUNICIPALSALES.NET  
E-Mail Address

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

**AFFIDAVIT**

Comes the Affiant, NORMAN B. HIGGINSON, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. *Norman B. Higginson*

STATE OF New York

COUNTY OF Saratoga

The foregoing instrument was subscribed, sworn to and acknowledged before me by Norman Higginson on this the 26<sup>th</sup> day of August, 2016.

My Commission expires: June 8, 2017

LISA E. HARRINGTON  
Notary Public, State of New York  
Warren Co. #01HA6206041  
Commission Expires June 8, 2017

*Lisa E Harrington*  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](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 Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and Informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #112-2016 Sewer Line Chemical Root Control"**

and addressed to:        Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

### **III. Procurement Contract Bid Conditions**

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



**EQUAL OPPORTUNITY AGREEMENT**

The Law

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

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

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

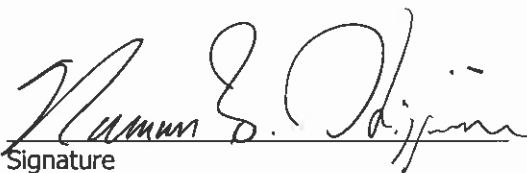
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

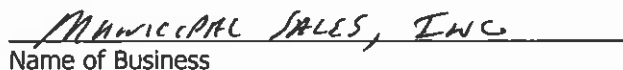
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*

  
Signature

  
Name of Business

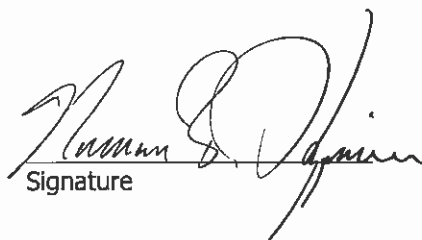
## **GENERAL PROVISIONS OF BID CONTRACT**

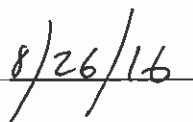
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, 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. 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.
19. 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

  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: MUNICIPAL SALES, INC.

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		1															1	
Professionals																		
Superintendents		1															1	
Supervisors		2															2	
Foremen																		
Technicians		2															2	
Protective Service																		
Para-Professionals																		
Office/Clerical			1															1
Skilled Craft																		
Service/Maintenance																		
<b>Total:</b>		<b>6</b>	<b>1</b>														<b>6</b>	<b>1</b>

Prepared by: Norman B. Hillinson Date: 08/26/16  
 (Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](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) and 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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

**C. DEFINITIONS**

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

51% owned and operated by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated 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 subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

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

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

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



- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

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

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

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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

*“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”*

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

Business	Contact	Email Address	Phone
LFUCG	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</a>	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	859-257-7668
	Shirie Hawkins	<a href="mailto:smack3@email.uky.edu">smack3@email.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 Department of Transportation	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
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:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
The Key News Journal	Patrice Muhammad	<a href="mailto:paaatricem@keynewsjournal.com">paaatricem@keynewsjournal</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 112-2016

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. <i>None</i>				
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.

MUNICIPAL SALES, INC.  
 Company

*Harman S. [Signature]*  
 Company Representative

Date 9/1/16

VP  
 Title



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 112 - 2016

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.  <i>None</i>					
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.

MUNICIPAL PACES, INC.  
Company

*Harmon E. [Signature]*  
Company Representative

9/2/16  
Date

VP  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 112 - 2016

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

Company Name <i>MUNICIPAL SALES, INC.</i>	Contact Person <i>NORMAN B. HIBBINSON</i>
Address/Phone/Email <i>P.O. BOX 4743 - QUEENSBURY, NY 12804</i> <i>518/747-2044 / NORMAN@HIBBINSON.COM</i> <i>MUNICIPALSALES.NET</i>	Bid Package / Bid Date <i>112 - 2016 / 09/07/16</i>

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
<i>None</i>								

(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.

*MUNICIPAL SALES, INC*  
Company

*Norman B. Hibbinson*  
Company Representative

*9/2/16*  
Date

*VP*  
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.

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

Project Name/ Contract #	Work Period/ From: <span style="float: right;">To:</span>
Company Name:	Address:
Federal Tax ID:	Contact Person:

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

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

\_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 112 - 2016

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 firms to participate.

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs 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 Economic Engine and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified 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.

MUNICIPAL SALES, INC.  
Company

[Signature]  
Company Representative

9/2/16  
Date

VP  
Title

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

### Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Pollution Liability endorsement or coverage in a minimum amount of \$2 million.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

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

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

**Safety and Loss Control**

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

**Verification of Coverage**

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

**Right to Review, Audit and Inspect**

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

**DEFAULT**

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

00470806

# **SEWER LINE CHEMICAL ROOT CONTROL TECHNICAL SPECIFICATIONS**

## **1. GENERAL**

The purpose of the project specified herein is to apply chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit re-growth, without permanently damaging the vegetation producing the roots.

The submission of the Bid shall be considered as prima-facie evidence that the Bidder (a.k.a., the Contractor) has familiarized himself with and understands all the conditions under which the Contract is to be awarded, performed, and administered.

**It is the intent of the LFUCG to clean approximately \$100,000.00 worth of sanitary sewer lines however no guarantee is made.**

**No letter, stipulation, or exception submitted with a bid shall be accepted unless pre-approved by Owner. See Section 14 for specific procedure.**

## **2. CONTRACTOR RESPONSIBILITIES**

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- a. Bidders must be licensed with the **Kentucky Department of Environmental Protection** prior to the bid date. All Bidders must have a minimum level of pesticide/herbicide application experience and employ a State Certified pesticide applicator on the job site at all times (see Qualifications, Section 10).
- b. Contractor shall provide Pollution Liability Insurance; in addition to all other insurance and bonds specified herein (see section 8).
- c. The Contractor shall provide a full warranty on all work specified herein as set forth below (see section 3).
- d. The Contractor is responsible for all property damage and for all cleanup and restoration associated with any chemical spill. (See section 6). Should any spills occur, the Contractor must immediately notify the LFUCG Division of Emergency Management, the LFUCG Division of Water Quality, the LFUCG Division of Fire Hazardous Material and the KY EPA Division of Water Emergency Response Team for spills that reach the waters of the Commonwealth. Contractor must take any and all other immediate actions as required by Federal, State and local laws. The

Contractor is responsible for any damages caused by sewer stoppages that occur as a result of his operation.

- e. Where work is located in high-traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public. Contractor shall be responsible for obtaining any and all traffic control permits.
- r. The Contractor shall use a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical. The Contractor shall make their own provisions to provide for a source of fresh water at all locations either via Kentucky American Water Company filling stations or other means. Contractor must make the source of fresh water known to the Owner before any operations may take place.
- g. The Contractor shall on a regular basis and at a minimum of once every 8 months throughout the life of the warranty, in order to evaluate the success of the project, and to arrange any free warranty work that may arise. Owner reserves the right to call Contractor at any time within the warranty period to inspect work previously done.
- h. The Contractor shall comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers.
- j. Notice must be provided to the Division of Public Information via the Division of Water Quality by the Thursday before the week work is to be performed. Contractor will notify neighborhoods via door hangers at least 72 hours in advance. Contractor's door hangers must be pre-approved by the LFUCG before use. Contractor workmen must wear identification badges at all times and Contractor will insure that all equipment such as trucks and cars are clearly identified with signs and shall provide a neighborhood project sign to be located within the project area that states the company name, contact numbers and the purpose of the project.

### **3. WARRANTY**

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall warranty the work as follows.

At the option of the Owner, the Contractor shall, at his own expense, **re-treat a sewer section** in the event that:

- (1) live roots are found in the section within six months after the application; or,

(2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment.

Re-treatments, performed at no charge in honor of the warranty, do not extend the expiration date of the warranty.

The warranty applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is responsible for any damages caused by main line sewer stoppages that occur as a result of his operations. The decision of the Owner as to the cause of a stoppage is binding.

#### **4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL**

The chemical root control agent shall be Razorooter™ II or Diquat or Sanafoam Vaporooter II or equivalent product that is approved by the Owner in writing prior to the Bid Opening. The chemical root control agent shall be registered with the EPA and the **Kentucky Department of Environmental Protection** prior to the bid opening, and shall be labeled for use in sewers to control tree roots. Equivalent products requests must be submitted to the Division of Central Purchasing at least seven (7) days prior to bid opening for review and approval by the owner. Owner shall respond with an approval or disapproval within 72 hours of the bid opening. Owner reserves the right to reject any and all equivalent products.

The chemical Root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

Surfactant system:

1. Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.
2. Shall enhance the penetration of herbicide into root masses.
3. Surfactants designed to foam chemically, upon contact with water, **shall not be accepted** (see section 5 below).



## **5. MANNER OF APPLICATION**

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment.

All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the service connection tap (lateral, wye, etc.) connections.

The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam. Foam quality shall be sufficient to penetrate the service connection tap (lateral, wye, etc.), other connections and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted.

The foaming root control herbicide may be applied directly with a *hydro cleaner* or with insertion into sewer line by manual or mechanical means.

## **6. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR**

Should the Contractor or his employees cause any damage to public or private property, including but not limited to blowback into houses from jetting equipment, the Contractor will be required to make repairs immediately. The Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the Owner. The Contractor shall be responsible for any damages caused by sewer stoppages that occur as a result of his operations.

## **7. PROTECTION OF WASTEWATER TREATMENT PLANT**

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely effect wastewater treatment plant processes, (See Section 4.B,) in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the Owner.

The contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator. The Contractor shall submit with bid a recent study from an accredited research facility documenting the effects of the proposed product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

## **8. POLLUTION LIABILITY INSURANCE**

The Pollution Liability Insurance described herein is **in addition** to all other insurance required of the Contractor by the Owner, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the Owner. **At the time of the bid opening**, the Contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the Contractor, the Owner, and the Owner's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be as specified in **Risk Management Provision section 4.1**. An "A" rated insurance company shall provide the Contractor's Pollution liability insurance. In addition, the Contractor's commercial general liability limits must be not less than **Risk Management Provision section 4.1**, total occurrence limit, and include pesticide or herbicide applicator coverage.

## **9. COMPLIANCE WITH LAWS**

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material Kentucky Department EPA registration number must be submitted with bid.

## **10. QUALIFICATIONS**

The Contractor shall demonstrate a minimum level of five (5) years direct experience in applying chemical sewer root control agents.

The Contractor must have performed at least 5 other jobs similar in size and scope to the work specified herein, and have treated in excess of 750,000 linear feet of sanitary sewer with it's own personnel within the last 24 months. Any work performed by subcontractors for the Contractor will not be considered. The

Contractor shall be licensed as a pesticide application business with the **Kentucky Department of Environmental Protection** prior to the bid opening.

Contractors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. **Each bidder is required to submit with his bid the contractor qualification form attached to these specifications.** Additional references, up to ten, may be requested by the Owner.

**All work shall be performed by Certified Pesticide Applicators licensed with the Kentucky Department of Environmental Protection.**

Certified Pesticide Applicators, shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments in the last three years as a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the **Kentucky Department of Environmental Protection**, prior to the bid, is required. License numbers for these three applicators and years of experience shall be submitted with the bid. Additional proof of applicator experience may be requested by the Owner.

#### **11. ASSISTANCE PROVIDED BY THE OWNER:**

- a. A representative of the Owner will accompany the Contractor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
- b. The Owner shall assist for the entering of private lands, public lands and right-of-ways.
- c. The Owner shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc. that were disturbed by the LFUCG.

#### **12. CONTRACT PERIOD**

The initial term of the contract shall be for the period of one year. The contract may be extended for additional one-year periods up to a total of four (4) additional years, with the mutual consent of the Owner and Contractor. Price changes for succeeding years shall be adjusted in accordance with the consumer price index for the Owner's locale.

#### **13. PAYMENT**

Payment to the contractor shall be made only after all work specified by the Contract has been completed to the Owner's satisfaction, and all reports and

submittals requested by the specifications or the Owner have been received by the Owner.

#### **14. SUBSTITUTES AND PROVEN EQUIVALENTS**

Use of any substitute or equivalent procedures, methods, or materials must be approved by the Owner in writing **prior to the bid date**. Equivalent products requests must be submitted to the Division of Central Purchasing at least seven (7) days prior to bid opening for review and approval by the owner. Owner shall respond with an approval or disapproval within 72 hours of the bid opening. Owner reserves the right to reject any and all equivalent products.

Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the Owner via the Division of Central Purchasing for review, complete descriptive literature naming the proposed substitution and manufacturer. Any equivalent material or methods shall comply with the requirements set forth above (see sections 4 COMPOSITION OF ROOT-CONTROL MATERIAL, and section 5 MANNER OF APPLICATION). Request must be made in writing and at least seven (7) calendar days before opening of bid. The Owner will review the request and make a recommendation either for or against the request within 72 hours after submission. The Owner is not bound in any manner to approve and request that deviates from these specifications.

#### **15. BID SECURITY AND BONDING**

No bid bond shall be required for this project, however, all bid amounts must be guaranteed for a period of 365 days from the date of opening. A payment and performance bond will be required equal to the amount of each purchase order issued for the work.

**PROPOSAL PRICE PAGE**

(Submit with Bid)

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

PIPE SIZE	UNIT PRICE PER LINEAR FOOT
6 inch	\$ 0.90
8 inch	\$ 0.90
10 inch	\$ 0.90
12 inch	\$ 0.90
15 inch	\$ 1.15

The Owner reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

Unit prices shall be guaranteed for a one (1) year period with the option of up to four (4) one-year renewals at the end of each year. The LFUCG retains the right to renew the contract as necessary. Requests for price increases will only be considered for contract renewals after the first year of the contract. Future renewals of the contract after the first year will be dependent on funding availability

**Submittals Checklist:**

**Failure to enclose the following will render this bid non-responsive and result in the rejection of this bid. Indicate whether the following are enclosed.**

Submittal	Yes	No
Specimen Label with MSDS	✓	
Pollution Liability Insurance Certificate	✓	
Contractor's Qualification Page	✓	
Contractor's Reference Page	✓	
Product Study on Wastewater Treatment Plants	✓	

**CONTRACTOR'S QUALIFICATION PAGE**

(Submit with Bid)

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor Name:

MUNICIPAL SALES, INC.

Contractor's Kentucky Department of Environmental Protection Pesticide Business License #: 26876

Contractor Federal Department of Transportation #: 115 6417

Name of Proposed Chemical Root Control Agent: SANAFORM ROO-PLY

USEPA Root Control Agent Registration #: 1015-73

Kentucky Department of Environmental Protection Root Control Product Registration #: 33577

Does the Contractor have Pollution Liability Insurance as specified?

YES

Contractor's Pollution Liability Insurance carrier:

BERKLEY INSURANCE COMPANY

What is the AM Best rating for your Pollution Insurance carrier?

A+

Does the Contractor have a minimum 5 years of experience in the type of work specified, treated in excess of 750,000 lineal feet of root treatments in the last 24 months, and completed at least 5 other jobs similar in size and scope, which the Owner can verify? YES

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached?

YES

Has the Contractor enclosed a recent study documenting the effects of the submitted product on wastewater treatment plants? YES

Contractor's Kentucky Department of Environmental Protection Certified Pesticide Applicators (List 2 minimum)

NORMAN B. HIBBINSON  
1. Name: Certification #: 0927750 Years of Experience: 11  
License #: 27750

**CONTRACTOR'S QUALIFICATION PAGE**

(Submit with Bid)

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor Name:

MUNICIPAL SALES, INC.

Contractor's Kentucky Department of Environmental Protection Pesticide Business License #: 26876

Contractor Federal Department of Transportation #: 115 6417

Name of Proposed Chemical Root Control Agent: SANAFoam VAPORooter II

USEPA Root Control Agent Registration #: 1015-70

Kentucky Department of Environmental Protection Root Control Product Registration #: 22876

Does the Contractor have Pollution Liability Insurance as specified?  
YES

Contractor's Pollution Liability Insurance carrier:  
BERKLEY INSURANCE COMPANY

What is the AM Best rating for your Pollution Insurance carrier?  
A+

Does the Contractor have a minimum 5 years of experience in the type of work specified, treated in excess of 750,000 lineal feet of root treatments in the last 24 months, and completed at least 5 other jobs similar in size and scope, which the Owner can verify? YES

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached?  
YES

Has the Contractor enclosed a recent study documenting the effects of the submitted product on wastewater treatment plants? YES

Contractor's Kentucky Department of Environmental Protection Certified Pesticide Applicators (List 2 minimum)

NORMAN B. HIGGINSON  
1. Name: Certification #: 0927750 Years of Experience: 11  
License #: 27750

MARK A. REYNOLDS  
2. Name: Certification #: 0927978 Years of Experience: 17  
License #: 27978

**BIDDER'S REFERENCE PAGE**  
(Submit with Bid)

The Contractor shall submit municipal references for chemical sewer root control work, which the Owner can verify. Each reference shall be for work actually performed by the Bidder. All references shall pertain to actual root control work performed by the Bidder (sub-contractor references are not applicable). Reference work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis; so that the completed work in total for said municipalities exceeds the specified limit of 750,000 lineal feet of root treatments (minimum of three).

**ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION.** Previous work for the Owner may be used as references. Complete each item for all 3 references

Owner/Agency: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
Address: 125 LESLIE INDUSTRIAL AVE., SUITE 180  
City, State, Zip: LEXINGTON, KY 40511  
Contact/Phone: KEVIN QUIGLEY 859/425-2479  
Footage Treated: 196,796  
Date of Treatment: 05/11/15 - 09/09/16 (SINCE 2011)

Owner/Agency: HIGH POINT, CITY OF  
Address: 816 EAST GREEN DR  
City, State, Zip: HIGH POINT, NC 27260  
Contact/Phone: THOMAS BECKETT 336/883-3466  
Footage Treated: 108,843  
Date of Treatment: 12/16/14 - 04/27/15 (SINCE 2011)

Owner/Agency: DALLAS, CITY OF  
Address: 8915 ADELARA LN.  
City, State, Zip: DALLAS, TX 75238  
Contact/Phone: JOHNNY PATON 214/670-8282  
Footage Treated: 310,684  
Date of Treatment: 11/03/14 - 03/20/15 (SINCE 2008)

**TOTAL FOOTAGE TREATED FOR THE ABOVE THREE REFERENCES:**  
SEE PAGE 2 OF 2

Only Contractor's experienced in this type of work will be considered for award. Failure to provide sufficient verifiable references whose total work exceeds 750,000 linear feet will result in rejection of this bid.



MARK A. REYNOLDS  
2. Name: Certification #: 0927978 Years of Experience: 17  
License #: 27978

**BIDDER'S REFERENCE PAGE**  
(Submit with Bid)

The Contractor shall submit municipal references for chemical sewer root control work, which the Owner can verify. Each reference shall be for work actually performed by the Bidder. All references shall pertain to actual root control work performed by the Bidder (sub-contractor references are not applicable). Reference work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis; so that the completed work in total for said municipalities exceeds the specified limit of 750,000 lineal feet of root treatments (minimum of three).

**ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION.** Previous work for the Owner may be used as references. Complete each item for all 3 references

Owner/Agency: ALLENTOWN, CITY OF  
Address: 1242 MLK, JR. DR.  
City, State, Zip: ALLENTOWN, PA 18102  
Contact/Phone: JASON GRUBER 610/437-7646  
Footage Treated: 147,929  
Date of Treatment: 06/29/15 - 08/17/16 (since 2008)

Owner/Agency: CAPE FEAR PUBLIC UTILITIES AUTHORITY  
Address: 633 GROUNDWATER WAY  
City, State, Zip: WILMINGTON, NC 28411  
Contact/Phone: STEVE McLOWAN 910/332-6666  
Footage Treated: 88,739  
Date of Treatment: 04/07/15 - 06/02/16 (since 2014)

Owner/Agency: MANATEE COUNTY  
Address: 4520 66<sup>th</sup> ST., WEST  
City, State, Zip: BRADENTON, FL 34210  
Contact/Phone: WILLIAM ELMORE 941/795-3411  
Footage Treated: 27,995  
Date of Treatment: 02/09/15 - 01/28/16 (since 2014)

TOTAL FOOTAGE TREATED FOR THE ABOVE <sup>SIX</sup> THREE REFERENCES:  
\* 880,986

Only Contractor's experienced in this type of work will be considered for award. Failure to provide sufficient verifiable references whose total work exceeds 750,000 lineal feet will result in rejection of this bid.

X ADDITIONAL AVAILABLE UPON REQUEST.

## **CONSENT DECREE REQUIREMENTS**

The work to be provided through this bid will assist the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (the "**OWNER**") in successfully implementing and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"). The services provided through this bid are hereinafter referred to as the **PROJECT**. The primary goal of the **PROJECT** is to provide the **OWNER** with the technical support and services necessary to successfully meet the obligations and deadlines of the **CONSENT DECREE**.

The **BIDDER** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE**, and all federal, state and local laws, ordinances, and regulations that in any manner affect the **PROJECT**. Time is of the essence in the performance of this **PROJECT**. **BIDDER** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

If delays result solely by reason of acts of the **BIDDER**, the **BIDDER** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, including but not limited to those assessed pursuant to the **CONSENT DECREE**. In the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **BIDDER** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

In the event that **BIDDER's** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **BIDDER** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

An electronic version of the Consent Decree is available on the LFUCG web page for review or to print a copy at no charge.



# MUNICIPAL SALES

A Sewer Root, Grease & Odor Control Company

September 2, 2016

Lexington-Fayette Urban County Government  
Division of Central Purchasing  
200 East Main St.  
Lexington, KY 40407

Attn: Sherita Miller, MPA  
Minority Business Enterprise Liaison

Re: Bid # 112-2016  
Sewer Line Chemical Root Control

Dear Sherita:

In response to the Minority Business Enterprise Program associated with the above referenced project, we have provided the requisite documents as attachments and completed all necessary forms. We are a specialty services provider that utilizes only a 2 man crew, a supervisor and an operator, who must meet experience requirements as per the bid specifications. Other than our competitor, there are no licensees in Kentucky certified to perform these services. Likewise, our supplier is a sole source of these chemicals.

In an effort to comply with the spirit of this program, I have been trying to ascertain if there are local disadvantaged enterprises in the fuel or heavy truck service industries whom we may be able to patronize should the need arise. Our services are usually spread throughout the Lexington area and we do not have a central office. I have provided copies of all correspondence relating to this search through the writing of this letter and will continue to search upon acceptance.

Thank you for your help.

Sincerely,

Norman B. Higginson

Enclosures



P.O. Box 4743 • Queensbury, N.Y. 12804

PHONE:(518) 747-2044 • FAX:(518) 747-5490

## Norm Higginson

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**From:** Sherita Miller <[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)>  
**Sent:** Tuesday, August 30, 2016 3:19 PM  
**To:** Norm Higginson  
**Subject:** RE: MBE help

You're welcome.

*Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
200 East Main Street Room 338  
Lexington, Kentucky 40507  
859-258-3323  
859-258-3322 (fax)  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)*

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**From:** Norm Higginson [<mailto:Norm.Higginson@municipalsales.net>]  
**Sent:** Tuesday, August 30, 2016 3:17 PM  
**To:** Sherita Miller  
**Subject:** RE: MBE help

Thank you.

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**From:** Sherita Miller [<mailto:smiller@lexingtonky.gov>]  
**Sent:** Tuesday, August 30, 2016 3:11 PM  
**To:** Norm Higginson  
**Subject:** RE: MBE help

Good afternoon Mr. Higginson,

Attached are lists for minority contractors who supply in fuel and diesel fuel. As you can see, these lists are very limited for suppliers. If you need additional lists or can be of further assistance, please feel free to contact me.

Thanks, Sherita

*Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
200 East Main Street Room 338  
Lexington, Kentucky 40507  
859-258-3323  
859-258-3322 (fax)  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)*

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**From:** Norm Higginson [<mailto:Norm.Higginson@municipalsales.net>]  
**Sent:** Tuesday, August 30, 2016 2:55 PM  
**To:** Sherita Miller  
**Subject:** MBE help

Hi Sherita:

We will be responding to a bid soon and were wondering if there was any MBE or VOB prospects for either purchasing diesel fuel, such as regular gas stations or possibly heavy truck repair services.

We only utilize a 2 man crew and our service requires a specialized pesticide license in chemical sewer line root control for which there are no other holders in Kentucky other than ourselves or our

Competitor. There are no subcontractors that can be utilized for this service. There is also only 1 supplier of this particular chemical.

Thank you.

**Norman B. Higginson**

Municipal Sales, Inc.

P.O. Box 4743

Queensbury, NY 12804

(Phone) 518/747-2044

(Fax) 518/747-5490

(Cell) 518/528-6855

(e-mail) [norm.higginson@municipalsales.net](mailto:norm.higginson@municipalsales.net)

Commodity	Company	Contact	Email	Phone	Address	City	State	Zipcode	Classification
Diesel Fuel	Aero Custom Designs and fluids	Mary M. Loy	www.aerocustomdesignsandfluids@yahoo.com	859-266-1931	1398 Llanwood Drive	Leavenworth	KY	40501	Woman-owned Business Enterprise
Diesel Fuel	AMERICAN FUELING SYSTEMS	John Boliman	sales@americantanking.com	770-395-7800	321 PERIMETER CENTER WEST, SUITE 250	Atlanta	GA	30346	Asian Indian-American Business Enterprise
Diesel Fuel	Big Meadow Oil Company, Inc	Betsy Gentry	bigmead@icrc.com	370-432-7081	4568 Big Meadow Road	Knob Lock	RI	02834	Woman-owned Business Enterprise
Diesel Fuel	DOORLY PETROLEUM TRADING CO. LTD	TOMY OPABAUO	doorlyoil@icrc.com	301-665-5028 Ext. 103	4604 POWDER MILL RD SUITE 115	Beltville	MD	20705	Woman-owned Business Enterprise, African-American Business Enterprise
Diesel Fuel	Group CI	Connie Miller	ci@groupci.com	859-231-8666	314 Oak View	Lexington	KY	40507	Woman-owned Business Enterprise
Diesel Fuel	Hightowers Petroleum Company	Guido Jackson	guido@hightowerspetroleum.com	513-423-4272	357 Commerce Drive	Middletown	OH	43005	African-American Business Enterprise
Diesel Fuel	JJ Systems and Supply	Rick Steenberger	steenberger@jstale.com	317-601-3940	803 E 38th Street	Indianapolis	IN	46205	African-American Business Enterprise, Veteran Owned Business Enterprise
Diesel Fuel	JEI, Inc	Brigitte Bailey	bbailey@jei.com	757-375-1525	1048 Lakemidge Parkway	Arlund	VA	40115	Woman-owned Business Enterprise
Diesel Fuel	James River Solutions	Gerardo M. Jaime	je1200@aol.com	270-536-3521	1876 Custer Roberts Hollow Ln	Custer	KY	40279	African-American Business Enterprise
Diesel Fuel	LVP CONSTRUCTION CONSULTING	LEONARD PAGE	lvpconstruction@aol.com	270-786-2797	P.O. BOX 51	Horse Crv	KY	41701	Woman-owned Business Enterprise
Diesel Fuel	Perry Oil Company, Inc	Jamie Smith	perryoil@windstream.net	859-829-2622	50 Century Circle	Hazard	KY	41701	Woman-owned Business Enterprise
Diesel Fuel	petroleum Traders corporation	Wyle ewerton	ewerton@petroleumtraders.com	260-432-6622 Ext. 347	7110 penton unversess way	Fort Wayne	IN	46804	Veteran Owned Business Enterprise
Diesel Fuel	Prinnacle Petroleum, Inc	Uli McKinley	umckinley@prinnaclepetroleum.com	714-841-8077 Ext. 29	7911 Professional Circle	Huntington Beach	CA	92648	Woman-owned Business Enterprise
Diesel Fuel	PS Energy Group Inc	Frank Adams	fradams@psenergy.com	404-335-5738	2897 Clairmont Road #500	Atlanta	GA	30329	Woman-owned Business Enterprise
Diesel Fuel	RIKA Petroleum Companies	Christina Nasser	beds@rikapetroleum.com	734-946-8895	28540 WALK Road	Romulus	MI	48174	Woman-owned Business Enterprise
Diesel Fuel	TG Incorporated	Joseph Turner	JTOWNER@T-G-INC.COM	615-620-5100	615 Main Street	Nashville	TN	37206	Woman-owned Business Enterprise, African-American Business Enterprise

Category	Company Name	Contact Name	Email	Phone	Address	City	State	Zipcode	Classification
Fuel	Aero Custom Designs and Blinds	Mary M. Loy	aerocustomdesignsandblinds@yahoo.com	859-266-1911	1396 Lakewood Drive	Lexington	KY	40502	Woman-owned Business Enterprise
Fuel	Big meadow Oil Company, Inc	Betsy Genity	bigmoo@sorc.com	270-432-7081	4564 Big Meadow Road	Knob Lick	KY	42154	Woman-owned Business Enterprise
Fuel	Bluegrass Of Lexington	Rachid Ahmed	rachid@bgab.com	859-803-8434	1402 Versailles rd	Lexington	KY	40504	African-American Business Enterprise
Fuel	Brewer Natural Gas	Seth Brewer	seth@brewernaturalgas.com	859-221-2176	P.O. Box 1491	Lexington	KY	40588	Woman-owned Business Enterprise
Fuel	Clarke Gurdy & Armstead LLC	Joseph Clarke	clarke@clarkegurdyarmstead.com	502-417-7534	401 1st Avenue	New York	NY	10010	Business Enterprise, African American Business Enterprise, Hispanic American
Fuel	DORLY PETROLEUM TRADING CO. LTD	TONY OPABAUO	dorlynter@pact.com	301-685-5828 Ext. 103	4041 POWDER MILL RD. SUITE 115	Bethsville	MD	20705	Woman-owned Business Enterprise, African-American Business Enterprise
Fuel	Hightowers Petroleum Company	Guido Jackson	guido@hightowerspetroleum.com	513-423-4272	3577 Commerce Drive	Middletown	OH	45005	African-American Business Enterprise
Fuel	J2 Systems and Supply	Rickey Steenberger	rsteenberger@j2sllc.com	317-602-3940	803 E. 38th Street	Indianapolis	IN	46205	African-American Business Enterprise, Veteran Owned Business Enterprise
Fuel	James River Solutions	Bridget Bailey	bbailey@jrpetro.com	757-375-1525	10487 Lakerridge Parkway	Ashland	VA	2305	Woman-owned Business Enterprise
Fuel	Lestar Mineal Development Inc.	Lester Boyd	lester@lmd54.com	859-608-9826	1109 Versailles Rd #500	Lexington	KY	40508	African-American Business Enterprise
Fuel	LBP CONSTRUCTION CONSULTING	LEONARD PAIGE	lpaige@lbp.com	270-786-7797	P.O. BOX 31	Horse Cave	KY	42749	African-American Business Enterprise
Fuel	LTV Repair	Louis Todd Weckerling	Specialtyfuel@gmail.com	859-221-1370	651 Kingston Road	Lexington	KY	40505	Veteran Owned Business Enterprise
Fuel	petroleum traders corporation	Bette newton	newton@petroleumtraders.com	260-432-6622 Ext. 347	7110 pointe Inverness way	Fort Wayne	IN	46804	Veteran Owned Business Enterprise
Fuel	Pinnacle Petroleum, Inc	Lz McKinley	lzmckinley@pinnaclepetroleum.com	714-841-8877 Ext. 29	7911 Professional Circle	Huntington Beach	CA	92648	Woman-owned Business Enterprise
Fuel	PS Energy Group Inc	Frank alkens	frank.alkens@psenergy.com	404-235-5238	2897 Clairmont Road #500	Atlanta	GA	30329	Woman-owned Business Enterprise
Fuel	Raymundo Engineering Co., Inc	Lauren Raymundo	buseley@raymundo.com	925-988-0172	Po Box 30425	Walnut Creek	CA	94598	Asian Pacific American Business Enterprise
Fuel	RKA Petroleum Companies	Christara Masser	beds@kspetroleum.com	734-946-8895	28340 Wick Road	Romulus	MI	48174	Woman-owned Business Enterprise
Fuel	Triangle Fuels, LLC	Bill Roberts	bill@trianglefuels.com	859-278-9230 Ext. 12	312 St Clair	Frankfort	KY	40601	Veteran Owned Business Enterprise

## Norm Higginson

---

**From:** Rickey Steenberger <rsteenberger@j2sllc.com>  
**Sent:** Thursday, September 01, 2016 10:26 AM  
**To:** Norm Higginson  
**Subject:** Re: Diesel Fuel

sorry we can't help-- maybe next time

Thank you,

*Rickey Steenberger*

Ms. Rickey Steenberger  
Office Manager  
J2 Systems and Supply, LLC.  
317.602.3940 office  
866.391.2772 fax

On Thu, Sep 1, 2016 at 10:07 AM, Norm Higginson <[Norm.Higginson@municipalsales.net](mailto:Norm.Higginson@municipalsales.net)> wrote:

I'm really seeking stations that we could use.

We have no job-site.

We work in sewer lines as directed by the city that are spread out all over and anywhere in the city, typically only at any single location for only ½ hour.

We maintain no offices there and work out of motels that may even vary depending on what side of town we're working.

**From:** Rickey Steenberger [mailto:[rsteenberger@j2sllc.com](mailto:rsteenberger@j2sllc.com)]  
**Sent:** Thursday, September 01, 2016 9:59 AM  
**To:** Norm Higginson  
**Subject:** Re: Diesel Fuel



J2 satisfies both slots...

Thank you,

*Rickey Steenberger*

Ms. Rickey Steenberger

Office Manager

J2 Systems and Supply, LLC.

317.602.3940 office

866.391.2772 fax

On Thu, Sep 1, 2016 at 9:58 AM, Norm Higginson <[Norm.Higginson@municipalsales.net](mailto:Norm.Higginson@municipalsales.net)> wrote:

We are only responding to a bid at this time in Lexington, KY.

We generally work this project spread out into different sewer lines all over the city and I was just wondering if you had (or could recommend) a chain of gas stations that are minority or veteran owned.

Thank you for responding.

**From:** Rickey Steenberger [mailto:[rsteenberger@j2sslc.com](mailto:rsteenberger@j2sslc.com)]  
**Sent:** Thursday, September 01, 2016 9:41 AM  
**To:** Norm Higginson  
**Subject:** Re: Diesel Fuel

we do not - we would be able to place a tank at the job site for self-service filling. if you are interested please provide the details of the job -- i.e. location, start/end date, type of fuel, frequency of fill, estimated volume, etc.

Thank you,

*Rickey Steenberger*

Ms. Rickey Steenberger

Office Manager

J2 Systems and Supply, LLC.

317.602.3940 office

866.391.2772 fax

On Thu, Sep 1, 2016 at 7:57 AM, Norm Higginson <[Norm.Higginson@municipalsales.net](mailto:Norm.Higginson@municipalsales.net)> wrote:

Rick Steenberger:

Do you have any stations in Lexington, KY where we could obtain diesel fuel for our trucks?

Please reply with station addresses if so.

Thank you.

**Norman B. Higginson**

Municipal Sales, Inc.

P.O. Box 4743

Queensbury, NY 12804

(Phone) [518/747-2044](tel:5187472044)

(Fax) [518/747-5490](tel:5187475490)

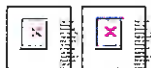
(Cell) [518/528-6855](tel:5185286855)

(e-mail) [norm.higginson@municipalsales.net](mailto:norm.higginson@municipalsales.net)

**"Where Excellence is Achieved through Service and Commitment"**

**<http://www.J2SystemsandSupply.com>**

**Certified Minority (MBE) Disadvantaged(DBE) and Veteran (VBE) Business Enterprise**

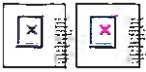


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**Certified Minority (MBE) Disadvantaged(DBE) and Veteran (VBE) Business Enterprise**

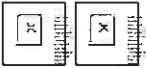


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## Norm Higginson

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**From:** Norm Higginson  
**Sent:** Tuesday, August 30, 2016 4:14 PM  
**To:** 'ttyra@commercelexington.com'  
**Subject:** MBE, VOB

Hi Tyrone:

Are you aware of any MBE or VOB gas stations in Lexington that sell diesel fuel?

Any heavy truck repair services?

Please reply.

Thank you.

**Norman B. Higginson**  
Municipal Sales, Inc.  
P.O. Box 4743  
Queensbury, NY 12804  
(Phone) 518/747-2044  
(Fax) 518/747-5490  
(Cell) 518/528-6855  
(e-mail) [norm.higginson@municipalsales.net](mailto:norm.higginson@municipalsales.net)

*Called @ 10:00 AM 9/1/16 - Left message*

*Tyrone returned my call while absent.*

*Called @ 12:10 PM 9/1/16 - Left message again*

## Norm Higginson

---

**From:** Norm Higginson  
**Sent:** Tuesday, August 30, 2016 3:48 PM  
**To:** 'sales@americanfuelingsystems.com'  
**Subject:** Diesel Fuel

John Bultman:

Do you have any stations in Lexington, KY where we could obtain diesel fuel for our trucks?

Please reply with station addresses if so.

Thank you.

**Norman B. Higginson**  
Municipal Sales, Inc.  
P.O. Box 4743  
Queensbury, NY 12804  
(Phone) 518/747-2044  
(Fax) 518/747-5490  
(Cell) 518/528-6855  
(e-mail) [norm.higginson@municipalsales.net](mailto:norm.higginson@municipalsales.net)

## Norm Higginson

---

**From:** postmaster@tsmsdc.net  
**To:** sbrown@tsmsdc.com  
**Sent:** Thursday, September 01, 2016 10:10 AM  
**Subject:** Undeliverable: Suppliers

### Delivery has failed to these recipients or groups:

[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)

This message was rejected by the recipient e-mail system. Please check the recipient's e-mail address and try resending this message, or contact the recipient directly.

*TRIED TO CALL @ 11:45 AM 9/1/16 BUT  
COULD NOT LEAVE A MESSAGE ??*

### Diagnostic information for administrators:

Generating server: SN1PR10MB1037.namprd10.prod.outlook.com

[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)

#< #5.1.10 smtp;550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient not found by SMTP address lookup>  
#SMTP#

### Original message headers:

Received: from DM2PR10CA0018.namprd10.prod.outlook.com (10.160.213.28) by SN1PR10MB1037.namprd10.prod.outlook.com (10.164.25.11) with Microsoft SMTP Server (version=TLS1\_0, cipher=TLS\_ECDHE\_RSA\_WITH\_AES\_256\_CBC\_SHA\_P384) id 15.1.599.9; Thu, 1 Sep 2016 14:10:15 -0000  
Received: from BY2NAM01FT005.eop-nam01.prod.protection.outlook.com (2a01:111:f400:7e42::204) by DM2PR10CA0018.outlook.office365.com (2a01:111:e400:5014::28) with Microsoft SMTP Server (version=TLS1\_0, cipher=TLS\_ECDHE\_RSA\_WITH\_AES\_256\_CBC\_SHA\_P384) id 15.1.599.9 via Frontend Transport; Thu, 1 Sep 2016 14:10:15 +0000  
Authentication-Results: spf=none (sender IP is 107.14.166.229) smtp.mailfrom=municipalsales.net; tsmsdc.com; dkim=none (message not signed) header.d=none;tsmsdc.com; dmarc=none action=none header.from=municipalsales.net;  
Received-SPF: None (protection.outlook.com: municipalsales.net does not designate permitted sender hosts)  
Received: from cdptpa-ledge-vip.email.rr.com (107.14.166.229) by BY2NAM01FT005.mail.protection.outlook.com (10.152.68.201) with Microsoft SMTP Server id 15.1.587.6 via Frontend Transport; Thu, 1 Sep 2016 14:10:14 +0000  
Return-Path: [Norm.Higginson@municipalsales.net](mailto:Norm.Higginson@municipalsales.net)  
Received: from [72.43.6.42] ([72.43.6.42:31216]) helo=remote.municipalsales.net) by cdptpa-ledge02 (envelope-from <[Norm.Higginson@municipalsales.net](mailto:Norm.Higginson@municipalsales.net)>) (ecelerity 3.5.0.35861 r(Momo-dev:tip)) with ESMTTP id BF/86-10792-5C638C75; Thu, 01 Sep 2016 14:10:14 -0000  
Received: from MUNICIPALSBS11.municipalsales.local ([fe80::3109:1da3:96a4:37b0]) by MUNICIPALSBS11.municipalsales.local ([fe80::3109:1da3:96a4:37b011]) with mapi id 14.01.0436.000; Thu, 1 Sep 2016

10:10:13 -0400  
From: Norm Higginson <Norm.Higginson@municipalsales.net>  
To: "sbrown@tsmsdc.com" <sbrown@tsmsdc.com>  
Subject: Suppliers  
Thread-Topic: Suppliers  
Thread-Index: AdIEWj9/p3iiQICYTLC34S9/fVYxGg==  
Date: Thu, 1 Sep 2016 14:10:12 +0000  
Message-ID:  
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Accept-Language: en-US  
Content-Language: en-US  
X-MS-Has-Attach:  
X-MS-TNEF-Correlator:  
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Content-Type: multipart/alternative;  
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X-EOAttributesdMessage: 0  
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UriScan;;BCL:0;PCL:0;RULEID:(71701004)(71702002);SRVF:SN1PR10MB1037;





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: NU

DATE (MM/DD/YYYY);

08/27/15

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).

<b>PRODUCER</b> Marshall & Sterling Upstate 113 Saratoga Road Glenville, NY 12302 Carlo M. Agneta	518-384-1100 518-384-0193	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> MUNIC-2
<b>INSURED</b> Municipal Sales Inc PO Box 4743 Queensbury, NY 12804	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Selective Ins Co of Southeast	<b>NAIC #</b> 14788
	<b>INSURER B:</b> NGM Insurance Company	23329
	<b>INSURER C:</b> Merchants Mutual Ins. Company	12572
	<b>INSURER D:</b> Selective Ins. Co of America	
	<b>INSURER E:</b> Berkley Ins Co	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

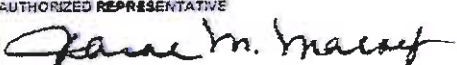
REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC		S2069831  PESTICIDE/HERBICIDE INC	09/15/15	09/15/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		B1U7332H	09/15/15	09/15/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP0000921	09/15/15	09/16/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		WC7994306	11/20/14	11/20/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ EACH ACCIDENT \$ 1,000,000 \$ DISEASE - EA EMPLOYEE \$ 1,000,000 \$ DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution		FEIECC17660-02	09/07/15	09/07/16	Limit 5,000,000 Ded 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

LEXIN-4  Lexington Fayette Urban County Government 200 East Main Street Lexington, KY 40507	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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# Municipal Sales, Inc.

## Guarantee

Municipal Sales, Inc. guarantees to kill all roots in every line we treat and to prevent recurrence of root intrusion in that portion of the line treated for a period of two (2) years. This guarantee period begins on the day of actual treatment and ends on same date two (2) years afterwards.

Should live tree roots be found in any treated line, or if blockages occur due to the presence of live tree roots within the guarantee period, Municipal Sales will either re-treat the affected section at our own expense or provide a refund to the Customer of the full amount paid for treatment of that particular section. Municipal Sales is not responsible for damages that may result from blockages.

This guarantee applies only to the presence of live, active tree roots. It does not include dead or decaying roots that are still affixed to sewer walls or have fallen into the line. It does not apply to blockages resulting from other foreign material or abnormalities, nor blockages caused downstream of treated section.

This guarantee applies to directly treated sewer lines only and not to any branching laterals or portion thereof.

Municipal Sales, Inc. is fully insured and registered for pesticide application in any state where work is performed. State certified commercial applicators are used on all projects.

P.O. Box 4743 – Queensbury, NY 12804  
(phone) 518/747-2044 (fax) 518/747-5490  
[www.municipalsales.net](http://www.municipalsales.net)

# Dennis Gilmore

47 Tremont Street  
Albany, NY 12205

*This is to certify that the below named individual has successfully completed the course entitled:*

## Confined Space Entry Refresher Training

*For the purpose of meeting the requirements of OSHA 29 CFR 1910.146*

**Norman B. Higginson**

**108-54-1042**

Name

Social Security Number

**December 30, 2015**

Date

*Course Topics Include: permit/non-permit confined spaces, environmental controls, identifying permit-required confined spaces and their hazards, proper utilization of gas monitoring equipment, methods of safe ventilation, duties of supervisors/entrants/attendants, requirements for rescue service personnel, reclassification of permit-required to non-permit confined spaces, alternate entry procedures and ensuring written confined space program meets OSHA regulations.*



Instructor - Dennis Gilmore

OSHA Trainer # gt-791

# Dennis Gilmore

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Albany, NY 12205

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Instructor - Dennis Gilmore  
OSHA Trainer # gt-791



Kentucky Department of Agriculture  
A Consumer Protection And Service Agency  
Division of Environmental Services



**Commercial**

\*27750\*

<u>Lic. No.</u>	<u>Expires 12/31</u>	<u>Cert. No.</u>	<u>Expires 12/31</u>
27750	2016	1827750	2018

O16

NORMAN HIGGINSON  
MUNICIPAL SALES INC  
PO BOX 4743  
QUEENSBURY NY 12804

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Kentucky Department of Agriculture  
*A Consumer Protection And Service Agency*  
Division of Environmental Services



**Commercial**

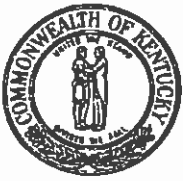
**\*27978\***

<u>Lic. No.</u>	<u>Expires 12/31</u>	<u>Cert. No.</u>	<u>Expires 12/31</u>
27978	2016	1827978	2018

O16

MARK REYNOLDS  
MUNICIPAL SALES INC  
PO BOX 4743  
QUEENSBURY NY 12804

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Commonwealth of Kentucky  
Department of Agriculture  
Division of Environmental Services  
107 Corporate Drive  
Frankfort, KY 40601

Phone # (502) 573-0282  
Fax # (502) 573-0279  
TTY # (502) 564-2075  
<http://www.kyagr.com>

01/15/2016

MUNICIPAL SALES INC  
PO BOX 4743  
QUEENSBURY, NY 12804

CO # 26876

LPE # 26876

Enclosed are registration stickers for your pesticide application equipment. The stickers identify your equipment as being registered for the year 2016. Stickers must be affixed to the equipment. All application equipment being used for commercial purposes must be registered.

You are being sent 1 sticker(s), as requested. Be sure to affix these decals to your equipment before use.

If you have questions please call David Wayne AGR Branch Manager at the above phone number.



Commonwealth of Kentucky  
Alison Lundergan Grimes, Secretary of State

PARP  
0804238  
Alison Lundergan Grimes  
KY Secretary of State  
Received and Filed  
4/19/2016 1:56:26 PM  
Fee receipt: \$15.00

Alison Lundergan Grimes  
Secretary of State  
P. O. Box 1150  
Frankfort, KY 40602-1150  
(502) 564-3490  
<http://www.sos.ky.gov>

Annual Report  
Online Filing

ARP

Company: MS, Inc.  
Company ID: 0804238  
State of origin: New York  
Formation date: 10/26/2011 12:00:00 AM  
Date filed: 4/19/2016 1:56:26 PM  
Fee: \$15.00

**Principal Office**

7 Leonard St.  
Gansevoort, NY 12831

**Registered Agent Name/Address**

Corporation Service Company  
421 WEST MAIN STREET  
FRANKFORT, KY 40601

**Current Officers**

President	Mark Alan Reynolds	4 Jay Rd., East, Lake George, NY 12845
Secretary	Norman Bruce Higginson	227 Maple St., Corinth, NY 12822

**Signatures**

Signature	Norman B. Higginson
Title	VP