



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 9, 2022

INVITATION TO BID #24-2022 Odor Control and Corrosion Chemicals

Bid Opening Date: March 23, 2022 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd 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 via Ion Wave, until **2:00 PM**, prevailing local time on **03/23/2022**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

Ion Wave
<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: Various Locations Fayette & Jessamine Counties

<input checked="" type="checkbox"/> Bid Specifications Met Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ days after acceptance of bid.
Procurement Card Usage —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: Aulick Chemical Solutions

Firm Name
111 Patton Ct.

Address
Nicholasville, KY 40356

City, State & Zip

Bid must be signed: Jesse Chula Marketing Director
(original signature) **Signature of Authorized Company Representative – Title**

Jesse Chula
Representative's Name (Typed or printed)

859-881-5422 859-881-8194
Area Code - Phone – Extension *Fax #*

jchula@aulickchemical.com
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, Jesse Chula, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jesse Chula and he/she is the individual submitting the bid or is the authorized representative of Aulick chemical Solutions, 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. _____

STATE OF Kentucky

COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jesse Chula on this the 16 day of March, 2022.

My Commission expires: March 25, 2025

Amerah Rayyan
NOTARY PUBLIC, STATE AT LARGE

AMERAH RAYYAN
Notary Public - State at Large
Kentucky
My Commission Expires Mar. 12, 2025
Notary ID KYNP25492

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

II. Bid Conditions

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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

Bidders

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



Signature

Aulick Chemical Solutions

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

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

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


Signature

3/10/22
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Aulick Chemical Solutions

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			2														
Professionals		1															
Superintendents		1															
Supervisors		3	1														
Foremen																	
Technicians		13	1														
Protective Service																	
Para-Professionals																	
Office/Clerical			1														
Skilled Craft		5															
Service/Maintenance																	
Total:																	

Prepared by: Jesse Chula, Marketing Director Date: 3 / 10 / 22

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

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

3303

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- ✚ 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- ✚ 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

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

C. DEFINITIONS

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

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

Veteran-Owned businesses of subcontracting opportunities

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

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

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

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

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

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

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

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

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

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

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

- ✓ p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- ✓ q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 24-2022

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.

Aurion Chemical Solutions

Company

Date

3/21/2022

Jesse Chula

Company Representative

Title

Marketing Director



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 24-2020

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.

Avick Chemical Solutions

Company

3/21/2022

Date

Jesse Clark

Company Representative

Marketing Director

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

NA

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 24-2022

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

Company Name <u>Aulick Chemical Solutions</u>	Contact Person <u>Jesse chula</u>
Address/Phone/Email <u>859.881.5422 jchula@aulickchemical.com</u> <u>111 Patton Ct. Nicholasville, KY 40356</u>	Bid Package / Bid Date <u># 24-2022</u> <u>3/23/2022</u>

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
1. <u>AR2 Engineering</u> <u>26600</u> <u>Heyn Dr.</u>	<u>Janice Forstaring</u>	<u>Janice@screenworks.graphics</u>	<u>3/17/22</u>	<u>vinyl tank decals</u>	<u>email</u>			
2. <u>Black Diamond</u> <u>1008 Eastland Dr.</u> <u>Lex, KY</u>	<u>Fsarah stovall</u>	<u>fstovall@blackdiamond.net</u>	<u>3/17/22</u>	<u>Chemical storage tank cleaning</u>	<u>email</u>	<u>\$570</u>	<u>MBE</u>	
3. <u>Cascade Engineering, Inc.</u> <u>4450 37th St.</u> <u>Grand Rapids, MI</u>	<u>Carol Hindley</u>	<u>carol.hindley@cascadeeng.com</u>	<u>3/17/22</u>	<u>Field testing services</u>	<u>email</u>		<u>Female</u>	
4. <u>Metric Env. LLC</u>	<u>Kenneth Beach</u>	<u>marketing@metricenv.com</u>	<u>3/18/22</u>	<u>testing (field)</u>	<u>email</u>		<u>DBE, MBE</u>	
5. <u>Jackson Group</u>	<u>Rick Wolfe</u>	<u>rwolfe@jacksongroup.com</u>	<u>3/18/22</u>	<u>Testing (field)</u>	<u>email</u>		<u>Disabled Veteran-owned small business</u>	

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

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

Aulick Chemical Solutions

Company

3/17/2022

Date

Jesse chula

Company Representative

Marketing Director

Title



NA

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:	To:
Company Name:	Address:	
Federal Tax ID:	Contact Person:	

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 24-2022 odor + Corrosion Chemicals

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

Included documentation of quotations received from interested MWDBE firms and

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

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

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

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

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

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

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

Aurica Chemical Solutions
Company

3/10/22
Date

[Signature]
Company Representative

Marketing Director
Title



Jesse Chula <jchula@aulickchemical.com>

MWDBE list - Bid #24-2022 Odor and Corrosion Control Chemicals

2 messages

Jesse Chula <jchula@aulickchemical.com>
To: smiller@lexingtonky.gov

Thu, Mar 10, 2022 at 8:51 AM

Sherita,

Hello. I would like to request an official list of MWDBE and/or Veteran subcontractors or suppliers so that we may contact them regarding the good faith requirement for the above mentioned bid.

Thank you,

--
Jesse Chula
Marketing Director
Aulick Chemical Solutions
859.881.5422



Sherita Miller <smiller@lexingtonky.gov>
To: Jesse Chula <jchula@aulickchemical.com>

Thu, Mar 10, 2022 at 9:00 AM

Good morning Jesse,

I received your voicemail late yesterday. I will call you shortly to answer your questions.

Attached is a copy of LFUCG's certified list of minority, women and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

3/10/22, 9:08 AM

Sherita Miller, MPA, CPSD

Minority Business Enterprise Liaison

Central Purchasing

859.258.3323 office
lexingtonky.gov




Aulick Chemical Solutions Mail - MWDBE list - Bid #24-2022 Odor and Corrosion Control Chemicals

From: Jesse Chula <jchula@aulickchemical.com>
Sent: Thursday, March 10, 2022 8:52 AM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: MWDBE list - Bid #24-2022 Odor and Corrosion Control Chemicals

You don't often get email from jchula@aulickchemical.com. [Learn why this is important](#)

[EXTERNAL] Use caution before clicking links and/or opening attachments.

[Quoted text hidden]

 **LFUCG Certified List_February 2022_.xlsx**
91K



Jesse Chula <jchula@aulickchemical.com>

Request for Quote

1 message

Jesse Chula <jchula@aulickchemical.com>
To: carol.hindley@cascadeng.com

Thu, Mar 17, 2022 at 10:22 AM

Hello Carol,

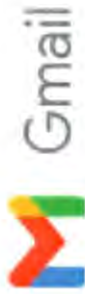
My firm is interested in subcontracting out some work for a project in Lexington, KY. The work involved would be weekly hydrogen sulfide and nitrate residual testing at various sites in the Lexington wastewater collection system.

We are looking for a quote to complete this work from your firm if this is a service you offer. We would provide training to the technician who completes this work and he or she would report back the data to us.

Thanks,

Jesse Chula
Marketing Director
Aulick Chemical Solutions
859.881.5422





Jesse Chula <jchula@aulickchemical.com>

Request for Quote -

1 message

Jesse Chula <jchula@aulickchemical.com>

To: istovall@blackdiamond1.net

Thu, Mar 17, 2022 at 10:10 AM

Issiah,

I am looking for a quote to conduct some cleaning on bulk chemical storage tanks in Lexington, KY on an as needed basis. The chemical storage tanks range in size from 1500 gallons to 2500 gallons and the quote can reflect interior tank cleanout and exterior tank cleaning.

There are approx 10-15 locations where this work would need to be done. Do you offer this service?

Thanks.

--

Jesse Chula
Marketing Director
Aulick Chemical Solutions
859.881.5422





Jesse Chula <jchula@aulickchemical.com>

Request for Quote -

2 messages

Jesse Chula <jchula@aulickchemical.com>
To: rwolfe@jacksongroup.com

Fri, Mar 18, 2022 at 1:39 PM

Rick,

My firm is interested in subcontracting out some work for a project in Lexington, KY. The work involved would be weekly hydrogen sulfide and nitrate residual testing at various sites in the Lexington wastewater collection system.

We are looking for a quote to complete this work from your firm if this is a service you offer. We would provide training to the technician who completes this work and he or she would report back the data to us. Please let me know if you need any additional information.

Thanks,

Jesse Chula
Marketing Director
Aulick Chemical Solutions
859.881.5422

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

To: jchula@aulickchemical.com

Fri, Mar 18, 2022 at 1:39 PM



Address not found

Your message wasn't delivered to **rwolfe@jacksongroup.com** because the address couldn't be found, or is unable to receive mail.

[LEARN MORE](#)

The response was:

The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at <https://support.google.com/mail/answer/6596>

Final-Recipient: rfc822: rwolfe@jacksongroup.com

Action: failed

Status: 5.0.0

Diagnostic-Code: smtp; The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at <https://support.google.com/mail/answer/6596>

Last-Attempt-Date: Fri, 18 Mar 2022 10:39:47 -0700 (PDT)

----- Forwarded message -----

From: Jesse Chula <jchula@aulickchemical.com>

To: rwolfe@jacksongroup.com

Cc:

Bcc:

Date: Fri, 18 Mar 2022 13:39:32 -0400

Subject: Request for Quote -

Rick,

My firm is interested in subcontracting out some work for a project in Lexington, KY. The work involved would be weekly hydrogen sulfide and nitrate residual testing at various sites in the Lexington wastewater collection system.

We are looking for a quote to complete this work from your firm if this is a service you offer. We would provide training to the technician who completes this work and he or she would report back the data to us. Please let me know if you need any additional information.

Thanks,

Jesse Chula
Marketing Director
Aulick Chemical Solutions
859.881.5422

AULICK



Jesse Chula <jchula@aulickchemical.com>

Request for Quote -

2 messages

Jesse Chula <jchula@aulickchemical.com>

To: marketing@metricnv.com

Fri, Mar 18, 2022 at 1:52 PM

Kenneth,

My firm is interested in subcontracting out some work for a project in Lexington, KY. The work involved would be weekly hydrogen sulfide and nitrate residual testing at various sites in the Lexington wastewater collection system.

We are looking for a quote to complete this work from your firm if this is a service you offer. We would provide training to the technician who completes this work and he or she would report back the data to us. Please let me know if you need any additional information.

Thanks,

--

Jesse Chula
Marketing Director
Aulick Chemical Solutions
859.881.5422



Jodi Banton <jodib@metricnv.com>

To: Jesse Chula <jchula@aulickchemical.com>

Sun, Mar 20, 2022 at 11:43 PM

Jesse,

I have forwarded your email to Vince Epps who leads our BD and Assessment/Remediation group.



Jodi Banton

3/21/22, 8:09 AM

Director of Administration

O 317.608.5462

6958 Hillside Court

Indianapolis, IN 46250

www.metricenv.com

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From: Jesse Chula <jchula@aulickchemical.com>

Sent: Friday, March 18, 2022 1:53 PM

To: Marketing <marketing@metricenv.com>

Subject: Request for Quote -

External Message: This message originated outside of Metric Environmental.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

Aulick Chemical Solutions Mail - Request for Quote -



Jesse Chula <jchula@aulickchemical.com>

Request for Quote -

2 messages

Jesse Chula <jchula@aulickchemical.com>

To: janice@screenworks.graphics

Thu, Mar 17, 2022 at 10:00 AM

Janice,

Hello. I am looking for a quote to produce approx 30 - 17" x 22" large size vinyl decals for chemical storage tanks for a contract in Lexington, KY. I have attached the file. Other details:

- full color
- outdoor/UV/weather rated
- to be applied on HDPE bulk chemical storage tanks

Please let me know if there are any questions.

—

Jesse Chula
Marketing Director
Aulick Chemical Solutions
859.881.5422



Nitra-Nox tank label NEW FORMAT.ai
2334K

Amit Soman <amit@screenworks.graphics>

To: Jesse Chula <jchula@aulickchemical.com>

Cc: Janice Foersterling <janice@screenworks.graphics>

Thu, Mar 17, 2022 at 6:41 PM

Hi Jesse,

Thank you for thinking of us for this project.

HDPE being a low surface energy plastic, the adhesive will need to be specific for it which will adhere to that plastic.

using 4mil LSE vinyl

UV printed full color

UV clear coat for outdoor durability

Printed and cut to size - 17x22" rectangle

3/18/22, 10:53 AM

Aultick Chemical Solutions Mail - Request for Quote -

No profile cut or corner rounding

\$19 each.
(tax and shipping additional not included)

Since we are unaware of the condition of any leaks in the tank being applied on or the chemical inside the tank or are unable to advise on chemical interaction on printed items - any chemical contact with the decal may deteriorate the integrity of the adhesive and printed ink.

Thanks
Armit
812-344-1441

Screen Works
www.screenworks.graphics
26600 Heyn Dr, Novi, MI 48374

ISO 9001 registered
Minority Business Enterprise

[Quoted text hidden]



LFUCG – Division of Central Purchasing

RE BID: #24-2022

Aulick submits in writing (and documentation included in official bid response) a 'good faith effort' to achieve the participation goal for MWDBE and Veteran-Owned subcontractors and suppliers for bid #24-2002 Odor Control and Corrosion Chemicals.

Throughout the preparation of bid documents and formal pricing, Aulick contacted businesses that are certified as MWDBE and or Veteran-Owned to solicit services and subcontracting work. This official list was obtained from LFUCG personnel.

Contact was made by email with an official Request for Quote to the businesses listed below. Service and subcontractor inquiries include, hydrogen sulfide and nitrate residua field tesintg, chemical storage tank cleanout and exterior cleaning, and HMIS tank decal production.

MWDBE & Veteran Business contact list:

- AR2 Engineering – Quote received.
- Black Diamond¹ – contacted.
- Cascade Engineering, Inc. – contacted.
- Metric Environmental, LLC – responded. Quote in the works at time of submission
- Jackson Group – contacted.

Additional required information about these businesses is provided on the MWDBE Quote Summary form included with this bid.

Nitra-Nox customer references –

- Richmond Utilities, Richmond, KY – Wade Johnson, Senior Engineer – (859) 623-2323
- Sanitation District #4, Ashland, KY – Gary Helton - (606) 928-3936
- City of Mt. Washington (KY) – Wayne Votaw - (502) 538-4216

Sul-Fight customer references –

- Richmond Utilities, Richmond, KY – Wade Johnson, Senior Engineer – (859) 623-2323

- DAR PRO Russellville, KY – Chris Key – (888) 312-5006
- New Belgium Brewing Co. Asheville, NC – Scott Sands – (828) 333-6900

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor 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 Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") 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) Vendor 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 Vendor'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 Vendor; 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, Vendor 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. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

Vendor 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, AAND 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

Vendor 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 or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. 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. 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. 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.
- d. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- 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 Vendor'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 Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor 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.

Verification of Coverage

Vendor 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

Vendor 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

Vendor 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 Vendor for any such insurance premiums purchased, or suspending or terminating the work.

DESCRIPTIONS (Continued from Page 1)

Cancellation/Non-Renewal is afforded to the certificate holder.

SPECIAL NOTES TO BIDDERS

All boxes items on the pricing line must be filled in. References and tests must be submitted with bid.

EXAMPLE

PRICING

We propose to furnish the product known as "Sure to Fixite" (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
<u>Sure to Fixite</u>	<u>0.24 Gallons/Pound H₂S</u>	<u>\$1.67 \$/Gallon</u>

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: X

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: X

Sufficient documentation must be submitted with the bid to satisfy 5.2 Submittal, Dosing/Infusion Equipment

Technical reports and/or lab tests must be submitted with the bid to satisfy Section 6.0 Bid Evaluation. Reports should describe the chemical process of how the chemical works.

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments shall also be included with Bid. Data must include evidence that treatment reduced hydrogen sulfide concentration to less than 0.1 ppm.

Alternative #4 is for Hydrogen Peroxide 50%. Field tests and references are not needed for this line item.

SPECIFICATIONS

REMOVAL OF HYDROGEN SULFIDE AND OTHER COMMON ODORS IN WASTEWATER COLLECTION AND TREATMENT PLANTS BY BIOLOGICAL AND/OR CHEMICAL PROCESS

1.0 GENERAL REQUIREMENTS

Under this contract the successful supplier(s) shall furnish and deliver a product that eliminates the odor, corrosion and safety problems associated with hydrogen sulfide in the sewage “naturally,” and/or chemically. The process shall control hydrogen sulfide odors and corrosion by way of a biological process, a chemical process and/or a gas infusion process. The program shall remove dissolved hydrogen sulfide and prevent its formation.

2.0 SCOPE

The successful bidder(s) are to furnish a product capable of achieving odor control biologically and/or chemically in wastewater collection system. The cost listed on the proposal form herein shall include all costs including any equipment necessary to store and feed the chemical in a safe manner, and freight and transportation charges to various pumping stations and/or treatment plants operated by the Lexington-Fayette Urban County Government for a period of three years beginning two weeks after the date the bid is accepted. The contract will be eligible for three, one year renewals by the Lexington-Fayette Urban County Government.

Some facilities are provided with LFUCG (owner) odor control equipment (i.e. tankage, piping, and chemical feed.) Vendor shall review existing equipment and determine if it is appropriate for the product being recommended.

The successful bidder(s) are to furnish all necessary equipment needed to store and feed chemical in a safe manner. Chemical storage must be adequate to hold a thirty day supply of chemical. Any maintenance of equipment repairs or parts needed to make repairs will be the full responsibility of the vendor. The equipment will remain the property of the vendor and shall be removed from LFUCG property when notified that the equipment is no longer needed. The LFUCG will make no capital improvements.

Bids will be considered for biological and/or chemical processes. Bids based on furnishing any other product will not be considered and will be rejected as non-responsive.

Safety Data Sheets for all products bid shall be included with the bid documents.

3.0 GENERAL CONDITIONS

The successful bidder(s) are to furnish material under this specification for the period as specified in Section 2.0. The vendor shall indemnify and save harmless the Lexington-Fayette Urban County Government from all claims and liabilities of any kind or nature, including cost and expenses arising

from or occasioned by an infringement or alleged infringement of patent rights arising from or occasioned by use of material furnished in response to this specification.

4.0 APPLICATION

The product furnished under this contract will be used to treat gravity sanitary sewers or force mains. The detention time in force mains may be as much as 48 hours, with dissolved hydrogen sulfide levels up to 50 ppm. Application will be from one point. Dissolved hydrogen sulfide must be maintained at a level less than 0.1 ppm. Complete description of proposed biological and/or chemical reaction showing dosage requirements per pound of dissolved hydrogen sulfide shall be included with bid.

- * A flow based feed system is preferred but not required. Submit with bid how the chemical will be fed for review and approval by LFUCG.

The successful bidder must provide technical service to correct deficient treatment within 48 hours of notice.

5.0 DETAIL SPECIFICATIONS

By submission of their Bid, the Bidder guarantees that the product offered will meet the quality standards as specified in these specifications for the term of the contract. The Lexington-Fayette Urban county Government reserves the right to conduct periodic checks on the quality of material furnished under this contract or to have the product's quality checked by outside sources to determine if the material furnished is in compliance with these specifications. Failure of the supplier's product to meet the specified standards of quality will result in termination of the contract.

All material furnished under this contract shall be completely soluble, having a very rapid dissolving rate and low order of toxicity. It shall require minimal special precautions in handling. It is recommended that the product be a nonhazardous substance as defined by the EPA CERCLA list. If the product proposed is a hazardous substance as defined by the EPA CERCLA list special precautions in handling and/or storage must be submitted with the bid package.

5.1 PROCESS DESCRIPTION

The system shall provide for bulk storage of proposed chemical and metering of the chemical from a bulk storage tank to the wastewater collection system. The system shall contain controls as necessary to facilitate discrete dosing profiles that vary in 1-hour increments over a 24-hr period. Calibration equipment shall be permanently installed to facilitate calibration of feed pumps.

The material shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the material shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.

5.2 SUBMITTAL

A. Dosing/Infusion Equipment

Dosing/Infusion equipment must have the capability of remote adjustment and must also have built in capability of automatically adjusting dosing rates. Monthly reports showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments for all location discharge or farthest downstream point shall also be included.

The manufacturer shall submit complete shop drawings and engineering data to the Owner or Engineer, upon request. These submittals shall include, at a minimum:

1. Drawings showing plan and elevation views of the feed system
2. Control system layout drawing
3. Control systems electrical diagram
4. Manufacture's catalogue information on major system components including, but not limited to:
 - a. Chemical Feed Pumps
 - b. Liquid Storage Tanks
 - c. Operator Interface
5. Statement of design conditions and performance guarantee
6. Statement of warranty
7. Reference list with a minimum of three (3) locations where the above listed equipment has been installed and is in service with reference contact names and phone numbers of individuals/organizations using the equipment.

B. Operation and maintenance manuals

Operation and maintenance manuals shall be provided by the Manufacturer prior to installation of all major equipment components. These manuals shall include at a minimum:

1. Information in hazards associated with the system and the appropriate safety precautions
2. All appropriate Safety Data Sheets
3. Equipment installation instructions
4. Equipment startup instructions
5. Equipment maintenance procedures
6. Troubleshooting guide

6.0 BID EVALUATION

The bid will be evaluated and accepted based on the product's ability to perform within the required performance parameter specified in Section 4.0 and its ability to meet all other requirements of these

* Specifications. The supplier shall have a minimum of three (3) years odor control experience in wastewater and provide with Bid at least three (3) references where this product has been applied successfully, including the name and telephone number of the person in responsible position.

* Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments shall also be included with Bid. Data must include evidence that treatment reduced hydrogen sulfide concentration to less than 0.1 ppm.

The unit price contract will be awarded to the lowest responsible bidder(s) who are recognized suppliers of the product offered and whose bid complies with all of the provisions of the Bid Documents, provided that the bid price is reasonable and it is to the best interest of the Lexington-Fayette Urban County Government to accept it. The Lexington-Fayette Urban County Government reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejections or waiver is in the best interest of the Lexington-Fayette Urban County Government. The Lexington-Fayette Urban County Government also reserves the right to purchase from multiple vendors if and when it is in the best interest to do so.

7.0 DELIVERY FOB LEXINGTON, KENTUCKY

Deliveries shall be made upon order at any time after a formal contract has been executed by the Lexington-Fayette Urban County Government and the supplier. Orders for material will be placed for quantities as required for operation due to site restrictions and are to be shipped by truck, with pumping into the storage tank to be the responsibility of the vendor. No deliveries accepted after 3:30 p.m. Two-day response to a telephone or email order is required. The successful bidder shall certify, before award of the contract, which material will be delivered only by drivers who have had certified training in proper spill containment.

8.0 OTHER SERVICES

1. Supplier shall furnish names and phone numbers of person to contact for ordering chemical as well as name and phone numbers of persons to contact for emergency shipment or on holidays, weekends and after hours.
2. Vendor will assist the LFUCG Division of Water Quality in optimizing chemical doses at all sites to achieve these goals.
3. Vendor will provide technical assistance to the LFUCG Division of Water Quality as needed concerning feed rate adjustment, equipment, maintenance, testing and troubleshooting.
4. Once per month Vendor will collect samples of wastewater discharge point of each location being dosed. Vendor shall perform tests on these samples to determine concentrations of hydrogen sulfide and nitrate.

5. Once per month the Vendor shall use gas monitors to perform testing of atmospheric concentrations of hydrogen sulfide at the discharge point of each location being dosed. Atmospheric reading shall be recorded for a minimum period of 24 hours. These readings shall be included in the monthly report and include time, temperature, hydrogen sulfide readings in five (5) minute increments and average hydrogen sulfide.
6. A report of these findings will be sent by email to the LFUCG Division of Water Quality representative within seven (7) days after collection. These reports shall also include the feed rate of chemical at the time of testing, chemical usage at each location over the past month and the cumulative chemical usage to date.
7. The vendor may also be required to conduct gas and water analysis of situations and locations subject to spot odor and/or corrosion conditions. These spot tests shall consist of a "before" analysis, a recommendation to solve the problem, an "after" analysis (if necessary) and a final written report of the problem/findings, the correction process/recommendation and the ultimate conclusion/result of the process. The analysis shall be initiated within 48 hours of notice by the LFUCG.
8. Vendor upon request from LFUCG shall provide training either on-site or at other suitable facilities. Training may consist of hands-on work with the chemical dosing equipment and the technology behind the interaction of the chemical and the targeted microorganisms. Propose curriculum shall be submitted in advance for approval.

Existing Equipment

LFUCG owns the tanks at: South Elkhorn, North Elkhorn, North Elkhorn #2, East Hickman, Lower Cane Run, Lower Town Branch, Wolf Run and Lower Cane Run #2. Vendors will need to provide their own pump equipment.

Vendors are expected to conduct analysis of all stations and situations a bid accordingly.

none

Alternate #2- We propose to furnish the product known as “ _____ ” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
	_____ Gallons/Pound H ₂ S	_____ \$/Gallon

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: _____

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: _____

Alternate #3- We propose to furnish the product known as “ _____ ” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
	_____ Gallons/Pound H ₂ S	_____ \$/Gallon

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: _____

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: _____

Alternate #4- We propose to furnish the product known as “ _____ ” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
Hydrogen Peroxide 50%	_____ Gallons/Pound H ₂ S	_____ \$/Gallon

SPECIAL CIRCUMSTANCE INSTALLATIONS

Occasional special circumstances may require temporary equipment and chemical dispersal. This may be a small portable tank with a dispersal pump or an internal confined area such as a wet well or a manhole. In either case, the vendor will be responsible for providing a pre-chemical analysis of the gas and sewer conditions. Vendor will then make recommendations as to the appropriate dosage needed to alleviate the condition. Vendor will then provide regular monitoring as needed to ensure the dosage rate is appropriate and at its most efficient rate. Reports must be delivered to the LFUCG within 24 hours of testing. Chemical refills shall be as needed to meet the projected dosage rate.

Equipment for External Chemical Dispersal

The dispensing unit shall be a double walled tank capable of being delivered in a two ton pickup truck or smaller. The tank shall be filled to its maximum capacity from a tanker truck. Chemical shall be delivered to the system via a pump connected to an external power supply. This type of configuration will generally be at a pump station with power available.

Tank Delivery and Set Up to include leveling for the tank and electrical hook up \$ * _____

Chemical cost per gallon \$ 2.67 _____

Chemical to use: Nitro-Nox _____

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: _____ ✓

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: _____ ✓

* Tank, set up, delivery provided to LFUCG AT NO charge.

Equipment Specifications for Confined Area Internal Chemical Dispersal

The dispensing unit shall be a non-hazardous, self-contained and battery operated unit and may not use an external power or AC power source. The dispensing unit may be microprocessor based but must have the ability to program dosing rates and have an electronic dosing control. The dispensing unit must be able to fit inside the confines of a standard manhole or a small pump station wet well and must have the ability to be safely installed within the manhole or wet well.

Dispensing Unit and Set Up for 1 – 3 units \$ * _____

Dispensing Unit and Set Up for 4 and up units \$ * _____

Chemical cost per gallon \$ 2.67 _____

Chemical to use: Nitro-Nox _____

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: _____ ✓

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: _____ ✓



Project: Odor Control Report - Northpoint Training Center and Force Main

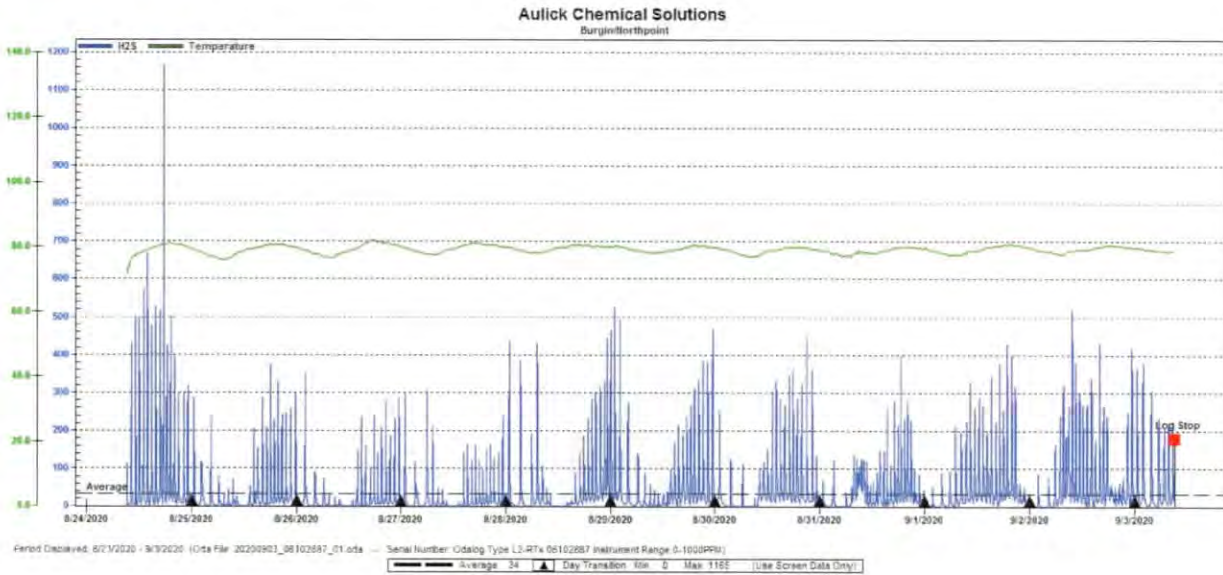
Customer: City of Danville - Mike Galloway, WWTP Superintendent, Earl Coffey, City Engineer

Location: City of Danville WWTP

1970 Old Stanford Rd

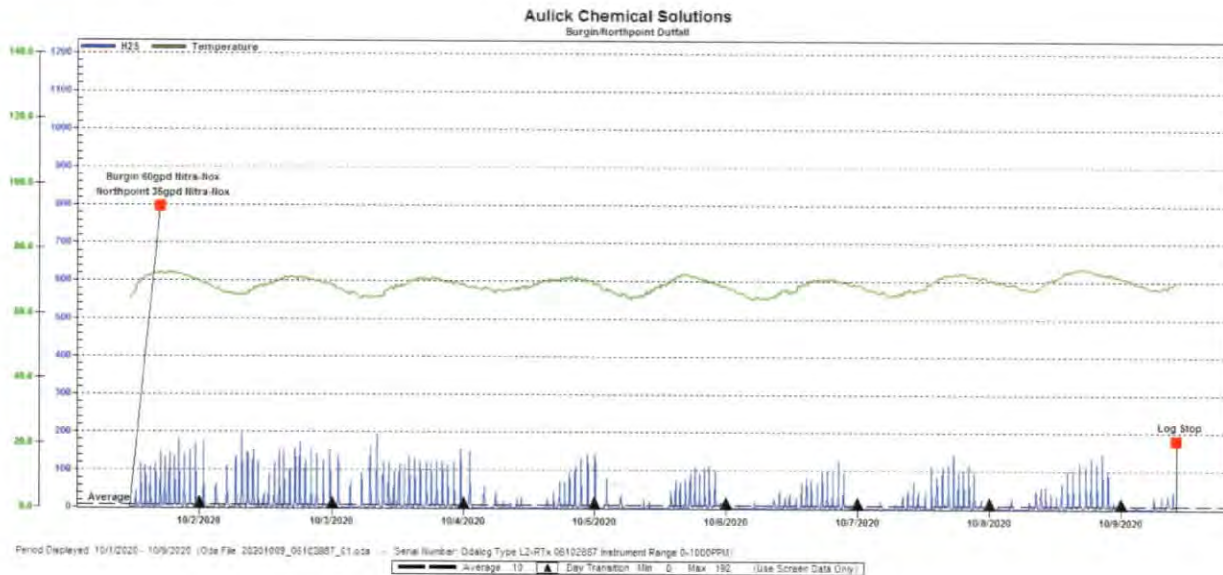
Danville, KY 40422

Aulick appreciates the opportunity to work with the City of Danville regarding the hydrogen sulfide odor and corrosion at the Burgin Road pump station that receives flow from Northpoint Training Center in Danville’s collection system. Presented below are OdaLog graphs as well as data received and understood in order to accurately adjust City of Danville’s Nitra-Nox GPD feed rate.



Graph 1: the above graph illustrates varying feed rates of Nitra-Nox and also the elimination of Nitra-Nox feed at the Northpoint Training Facility to isolate the main contributor of hydrogen sulfide at the test site. Feed rates were 10GPD at City of Burgin and 20GPD at Northpoint Training Facility – Northpoint was turned off during this testing period. This was a combined problem at Northpoint Training Facility and City of Burgin. Aulick established a need to recalculate feed rates for both sites. Chuck Howard gathered Force Main length, diameter and retention time. Graph 2 will illustrate recalculated Nitra-Nox feed rates for both sites.

Graph 1:	Avg. H ₂ S PPM:	Max H ₂ S PPM:	Nitra-Nox Feed Rate (GPD):
City of Burgin/ Northpoint Training Facility	34	1165	City of Burgin = 10GPD Northpoint Training Facility = 20GPD



Graph 2: after receiving data on this line, both Nitra-Nox feed rates were recalculated. 35 GPD at Northpoint Training Facility and 60 GPD at City of Burgin. With both contributors feeding calculated dosage of Nitra-Nox, a significant reduction of hydrogen sulfide has occurred.

Graph 2:	Avg. H ₂ S PPM:	Max H ₂ S PPM:	Nitra-Nox Feed Rate (GPD):
City of Burgin/ Northpoint Training Facility	10	192	City of Burgin = 60GPD Northpoint Training Facility = 35GPD

Conclusion: During the course of this project, Aulick had to analyze hydrogen sulfide data from two utilities; Mercer County Sanitation and City of Danville. In the beginning, the Nitra-Nox feed at Northpoint did very little in terms of reducing hydrogen sulfide. At this point it could have been determined that the Nitra-Nox simply was not working for this application. However, Aulick went back to ground zero and addressed each utility independently. Once feed rates at each site were adjusted accordingly, the average hydrogen sulfide level reduced by 70% and the hydrogen sulfide peak concentration was reduced by 84%.

Aulick's goal was to reduce hydrogen sulfide odor/corrosion, ensure efficiency of budgetary expenses, and maintain an average of 10ppm or less of hydrogen sulfide. Up to this point, corrosion is minimal which will allow for longevity of collection system infrastructure and will eliminate residential odor complaints. The feed rates presented in this document are simply recommendations. It was an added benefit that this trial was conducted during the hottest and driest time of the year. These are max feed rates - during fall, winter, and spring, Aulick proposes to monitor and reduce the Nitra-Nox feed rate to an acceptable level. Mercer

County Sanitation, City of Danville, and Northpoint Training Facility will have to decide what the acceptable feed rates will be. It's a pleasure working with City of Danville on this project. If there are any further questions, please let us know.

Thank you,

Chuck Howard
Water & Wastewater Consultant
Aulick Chemical Solutions
859.940.4145



3/8/2022

Lexington-Fayette Urban County Government
February 2022 - Odor Control Report

Attn: Dallas Taylor, Chris Dove

Odor and corrosion control remain a high priority for Lexington-Fayette County Urban Government ("LFUCG"). Aulick Chemical Solutions ("Aulick") is partnering with LFUCG to provide the chemistry and systems required to effectively address odor and corrosion control in the collections system. This report summarizes Aulick's odor control program for the current month.

Highlights:

- NA for 2/2022.

I. **Lift Station Information:** information for each LFUCG lift station is referenced in the following exhibits:

- Keeneland – Exhibit A
- Horse Park – Exhibit B
- Hamburg – Exhibit C
- South Elkhorn – Exhibit D
- East Hickman – Exhibit E
- Mint Lane – Exhibit F
- Picadome – Exhibit G
- North Elkhorn – Exhibit H
- Lower Cane Run - Exhibit I

II. **Project List:**

Item:	Description:	Status:	Responsibility:
1. NA for 2/22	-	-	-



III. **Accidents/Spills:**

Date:	Location:	Summary:	Estimated Gallons
N/A	-	-	-

IV. **Invoice Summary – Year-To-Date Totals:**

2022 YTD Totals:	Gallons:	Unit Cost:	Ext Cost:
Keeneland	1,200	\$2.09	\$2,508.00
Horse Park	1,600	\$2.09	\$3,344.00
Hamburg	2,100	\$2.09	\$4,389.00
Lower Cane Run	1,200	\$2.09	\$2,508.00
Mint Lane	1,550	\$2.09	\$3,239.50
South Elkhorn	7,520	\$2.09	\$15,716.80
North Elkhorn	-	\$2.09	-
East Hickman	3,300	\$2.09	\$6,897.00
Picadome	2,600	\$2.09	\$5,434.00
Total Gallons:	21,070	Total Cost:	\$44,036.30

*Note: February feed rates reflected within this report may not be indicative of future feed rates. Aulick is in the process of calibrating the Motus iDS which could impact feed rates. Aulick collects data inputs from liquid testing and OdaLog gas logging to assist in the calibration of the Motus iDS for optimal dosing.

Thank you,

Chuck Howard
 Water & Wastewater Consultant
 Aulick Chemical Solutions
 859.940.4145



Exhibit A
Keeneland Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
2/7/2022	0	20
2/11/2021	0	50
2/18/2022	0	40
2/25/2022	0	40

Measurement:	Goal:
Hydrogen Sulfide (H2S) (Below)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average): did not log.



III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
Keeneland	Avg. = 16.2 Max = 20.1	Avg. = 10.2 Max = 19.5

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
Keeneland	No 2/2022 Deliveries	-	-



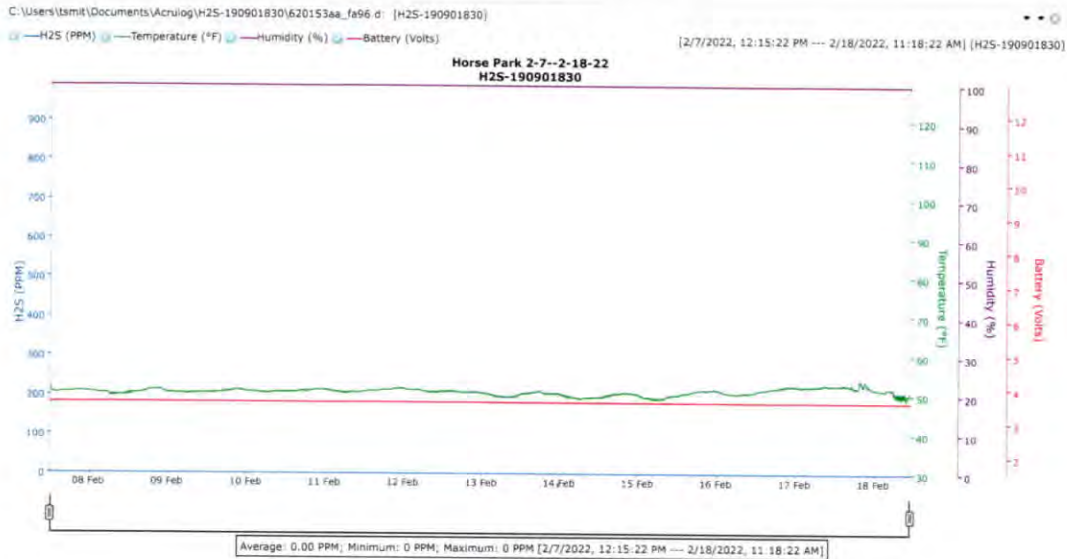
Exhibit B
Horse Park Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
2/7/2022	0	2
2/11/2022	0	0
2/18/2022	0	2
2/25/2022	0	1

Measurement:	Goal:
Hydrogen Sulfide (H ₂ S) (Below)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average): 0.00



III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
Horse Park	Avg. = 33.1 Max = 36.7	Avg. = 52.2 Max = 58.5

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
Horse Park	2/1/2022	1,600	\$3,344.00
-	-	-	-



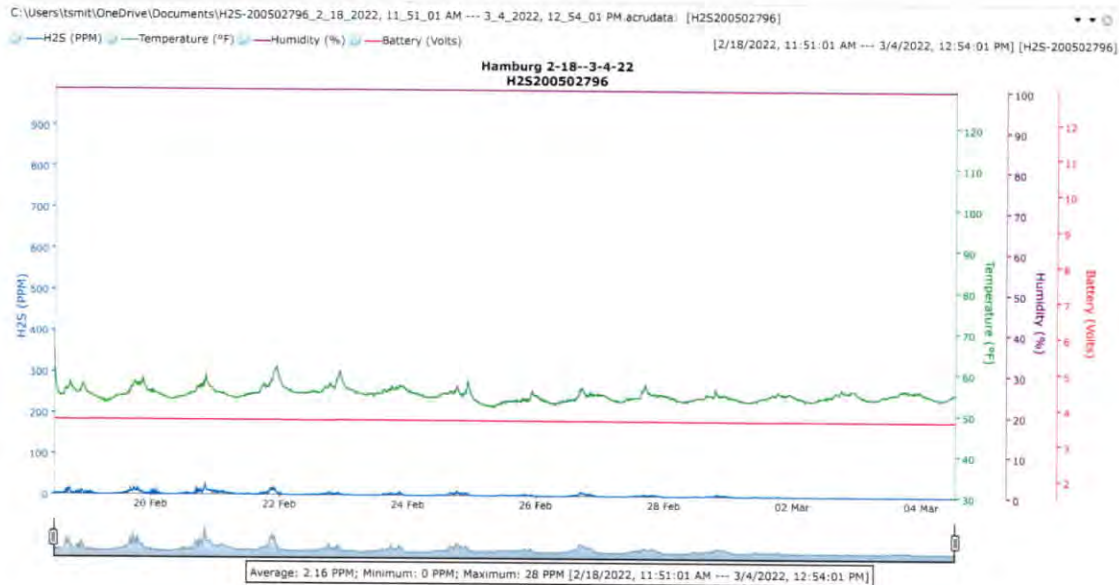
Exhibit C Hamburg Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
2/7/2022	0	20
2/11/2022	0	20
2/18/2022	0	10
2/25/2022	0	5

Measurement:	Goal:
Hydrogen Sulfide (H ₂ S) (Below)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average): 2.16



III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
Hamburg	Avg. = 20.9 Max = 27.0	Avg. = 28.8 Max = 33.1

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
Hamburg	2/23/2022	700	\$1,463.00
-	-	-	-



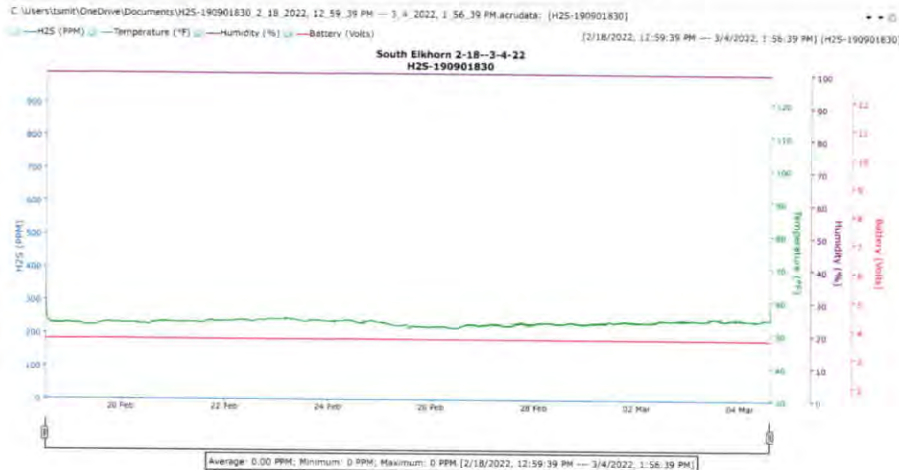
Exhibit D
South Elkhorn Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
2/7/2022	1	0
2/11/2022	1	0
2/18/2022	0	2
2/25/2022	0	2

Measurement:	Goal:
Hydrogen Sulfide (H ₂ S) (Below)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average): 0.00



III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
South Elkhorn	Avg. = 137.8 Max = 207.3	Avg. = 157.2 Max = 227.6

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
South Elkhorn	2/9/2022	2,400	\$5,016.00
South Elkhorn	2/23/2022	2,600	\$5,434.00
-	-	-	-



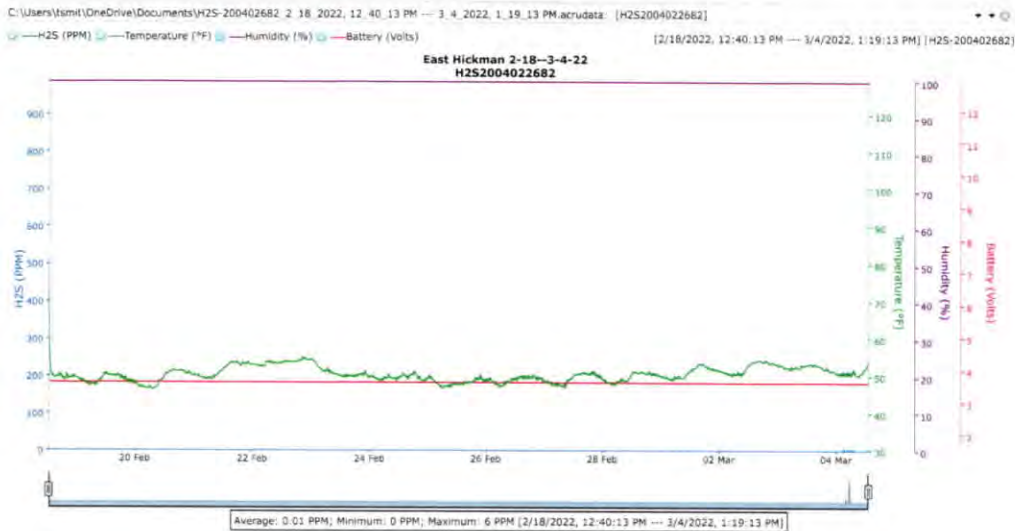
Exhibit E
East Hickman Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
2/7/2022	0	2
2/11/2022	0	0.5
2/18/2022	0	2
2/25/2022	0	1

Measurement:	Goal:
Hydrogen Sulfide (H2S) (Below)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average): 0.01



III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
East Hickman Host	Avg. = 18.8 Max = 36.7	Avg. = 30.1 Max = 46.9
East Hickman Client	Avg. = 20.4 Max = 38.0	Avg. = 48.0 Max = 84.9

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
East Hickman	2/9/2022	3,300	\$6,897.00
-	-	-	-



Exhibit F
Mint Lane Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
2/7/2022	0	2
2/11/2022	0	2
2/18/2022	0	2
2/25/2022	0	2

Measurement:	Goal:
Hydrogen Sulfide (H2S) (Below)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average): 0.05



III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
Mint Lane	Avg. = 28.0 Max = 32.5	Avg. = 22.5 Max = 24.7

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
Mint Lane	2/1/2022	750	1,567.50
-	-	-	-



Exhibit G
Picadome Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
-	-	-
-	-	-
-	-	-
-	-	-

Measurement:	Goal:
Hydrogen Sulfide (H ₂ S) (Below)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average):

- Picadome – N/A

III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
Picadome	Avg. = 54.8 Max = 63.4	Avg. = 16.8 Max = 58.3

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
Picadome	2/1/2022	1,000	\$2,090.00



Exhibit H
North Elkhorn Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
N/A	-	-
-	-	-
-	-	-
-	-	-

Measurement:	Goal:
Hydrogen Sulfide (H2S)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average): 0.01



III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
North Elkhorn Host	Avg. = 20.2 Max = 38.5	Avg. = 80.4 Max = 1,929.1
North Elkhorn Client	Avg. = 20.0 Max = 36.1	Avg. = 19.1 Max = 72.2

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
North Elkhorn	No 2/2022 Deliveries	-	-
-	-	-	-



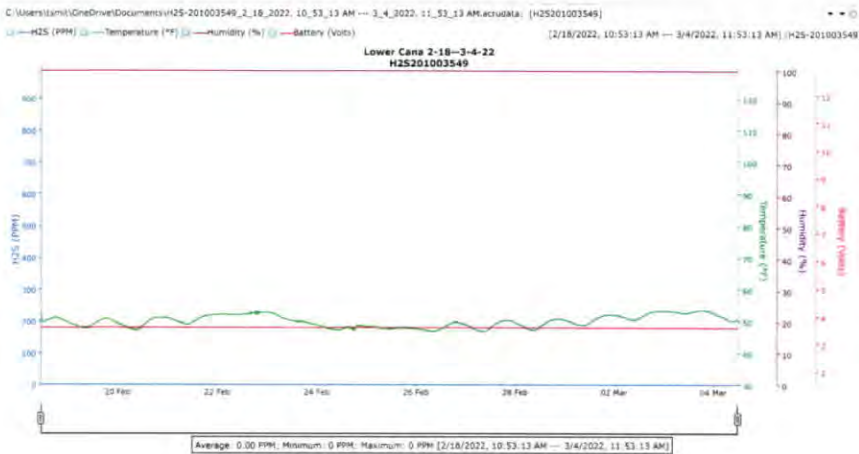
Exhibit I Lower Cane Run Lift Station

I. Liquid Phase Performance Summary:

Date:	DS ¹ (mg/L):	NO ₃ (mg/L):
N/A	-	-
-	-	-
-	-	-
-	-	-

Measurement:	Goal:
Hydrogen Sulfide (H ₂ S)	< 10 ppm
Liquid Hydrogen Sulfide (DS ¹)	< 0.5
Nitrate Residual (NO ₃)	< 3 ppm

II. OdaLog Graph – Hydrogen Sulfide ppm (Average): 0.00



III. Feed Rate Summary:

Feed Location:	2/2022 Measured Feed Rate (GPD):	2/2021 Measured Feed Rate (GPD):
Lower Cane 1	Avg. = 10.4, Max = 27.6	Avg. = 35.6, Max = 67.9
Lower Cane 2	Avg. = 14.3, Max = 36.8	Avg. = 38.8, Max = 108.2

IV. Invoice Summary:

Location:	Delivery Date:	Gallons:	Extended Cost:
Lower Cane	2/9/2022	1,200	\$2,508.00
-	-	-	-

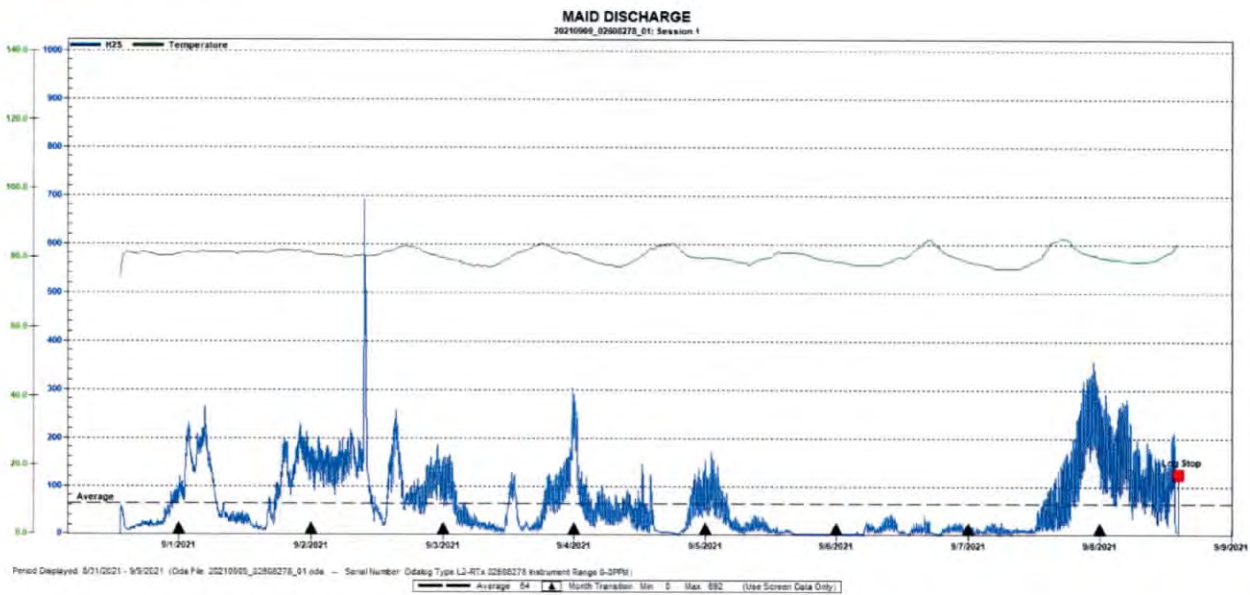
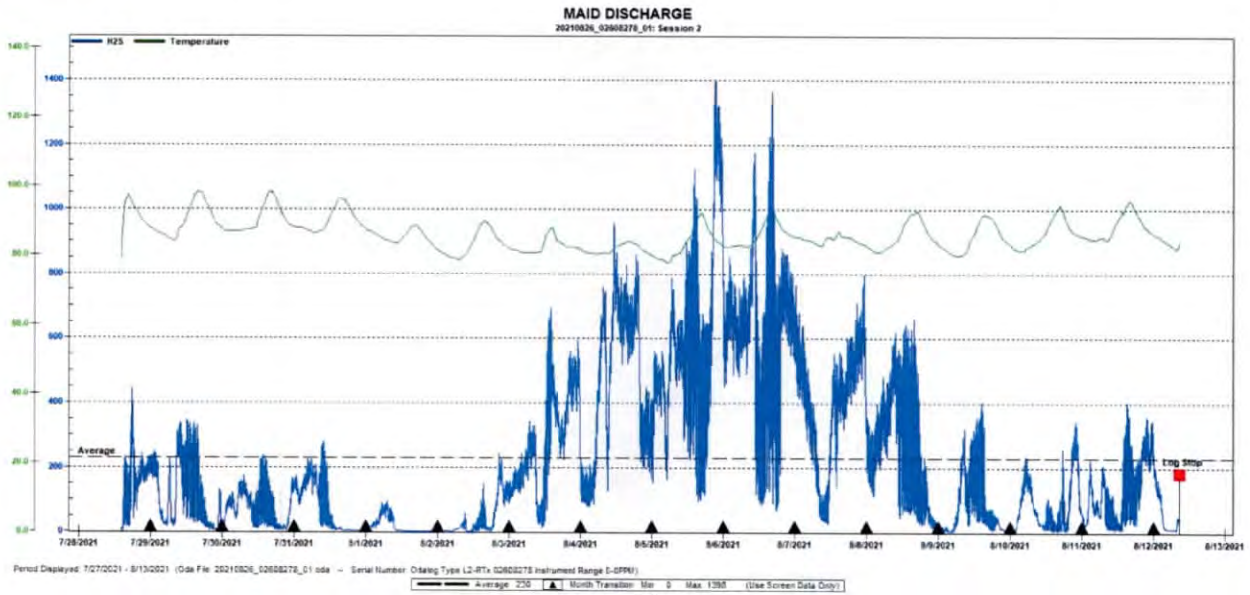
Date: 10/18/2021
Attn: Barry Calfee
Customer: Morristown Utility Systems
Address: 433 W 1st N St.
Morristown, TN 37814



Odor/corrosion control remains a high priority for Morristown Utility Systems (MUS). Aulick is partnering with MUS to provide the chemistry and systems required to effectively address odor and corrosion control in the collection system. This report summarizes Aulick's odor control program from 7/28/2021 – 9/29/2021. Reports to follow will include data obtained on regular site visits to MUS.

Date and Time:	Testing Location:	Liquid H ₂ S (DS') (mg/L):	Nitrate Residual (NO ₃) (mg/L):	BOD:	ORP:	pH:
7/28/2021	Maid Discharge	3.0	0.0	-	-	-
8/24/2021	Maid Discharge	2.5	0.0	-	-	-
9/8/2021	Maid Discharge	3.0	0.0	-	-	-
9/8/2021	Maid Wet Well	0.0	NA	-	-	-
9/10/2021	Maid Discharge	2.0	0.0	-	-	-
9/21/2021	Maid Wet Well	0.0	NA	94	-	-
9/21/2021	Maid Discharge	0.0	0.0	641	-	-
9/29/2021	Maid Discharge	0.0	15.0	-	-	-

OdaLog Graphs:



ADDENDUM #1

Bid Number: **#24-2022**

Date: March 9, 2022

Subject: Odor and Corrosion Control Chemicals

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Questions

1. What are the address of each of the current or proposed dosing points? **Attached**
2. What are the flows of each dosing point? **Attached Reports**
3. Is there a map that can show the flow of the wastewater? **Not readily available**
4. How many pounds of hydrogen sulfide does the wastewater system produce daily? The math in the bid wants the cost per H₂S produced, but I did not see the information on how much is actually produced. **Reports**
5. Do each of the locations have room for a bulk delivery? **Not all sites can accommodate a tractor trailer**
6. Do you have pictures of all of the existing equipment? **No**
7. What chemicals were used in the existing tanks? **Attached Reports**
8. Is the equipment fee included in the chemical fee, or separate? **Included**
9. Does the utility actively manage these sites or is this a turnkey odor control service? **LFUCG owns the tanks the remaining equipment is the vendor's responsibility.**



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

Chris Dove at *859-621-8742 and I will make arrangements to show Sites one day next week

Reports attached and location addresses

Bid will not be extended.

Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Amlich Chemical Solutions

ADDRESS: 111 Patton Ct. Nicholasville, KY 40356

SIGNATURE OF BIDDER: [Handwritten Signature]





LEXINGTON

Bid 24-2022

Aulick Chemical Solutions, Inc

Supplier Response

Event Information

Number: Bid 24-2022
Title: Odor Control Chemicals
Type: Competitive Bid
Issue Date: 3/9/2022
Deadline: 3/23/2022 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Aulick Chemical Solutions, Inc Information

Contact: Jesse Chula
Address: 111 Patton Drive
Nicholasville, KY 40356
Phone: (859) 881-5422
Fax: (859) 881-5422
Email: jchula@aulickchemical.com

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

Signature

Email

jchula@aulickchemical.com

Nitra-Nox SAFETY DATA SHEET

DATE PREPARED: 03/23/17

CURRENT AS OF: 3/23/17

SECTION 1: PRODUCT / SUPPLIER IDENTIFICATION

PRODUCT NAME: Nitra-Nox

PRODUCT USE: Odor Control/Hydrogen Sulfide Prevention

MFR INFO: Aulick Chemical Solutions
111 Patton Ct.
Nicholasville, KY 40356

FOR EMERGENCY: (800) 424-9300

FOR INFORMATION: (859) 881-5422

SECTION 2: HAZARDS IDENTIFICATION

HAZARD SYMBOLS / STATEMENTS:



WARNING

MAY BE HARMFUL IF SWALLOWED
MAY CAUSE MILD SKIN IRRITATION
MAY CAUSE EYE IRRITATION
MAY CAUSE RESPIRATORY IRRITATION

HAZARD CLASSIFICATIONS:

<u>HAZARD CLASSIFICATIONS:</u>	<u>CATEGORY</u>	<u>INTERPRETATION</u>
ACUTE TOXICITY	5	Low
SKIN IRRITATION	3	Mild
EYE IRRITATION	2B	Severe Eye Irritation Possible
TARGET ORGAN SYSTEMIC TOXICITY	3	Transient Respiratory Irritation Possible

PRECAUTIONARY STATEMENTS:

- CALL A POISON CENTER / PHYSICIAN IF UNWELL
- IF SKIN IRRITATION OCCURS, GET MEDICAL ADVICE
- IF IN EYES, RINSE CAUTIOUSLY WITH WATER FOR SEVERAL MINUTES – REMOVE CONTACT LENSES
- IF EYE IRRITATION PERSISTS, GET MEDICAL ADVICE
- WASH HANDS AFTER HANDLING
- USE ONLY OUTDOORS OR IN WELL VENTILATED AREAS
- AVOID BREATHING DUST
- IF INHALED, REMOVE TO FRESH AIR AND KEEP AT REST IN A POSITION COMFORTABLE FOR BREATHING
- STORE CONTAINER TIGHTLY CLOSED
- DISPOSE OF CONTENTS / CONTAINER IN ACCORDANCE WITH NATIONAL / REGIONAL / LOCAL REGULATIONS

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

<u>CHEMICAL IDENTITY</u>	<u>SYNONYM</u>	<u>CAS NUMBER</u>	<u>CONCENTRATION (%)</u>
Calcium Nitrate		0013477-34-4	50-75%

SECTION 4: FIRST AID MEASURES

IF INHALED:	Move victim to fresh air. Seek medical attention if irritation persists.
IF ON SKIN:	Wash affected areas with soap and water. Seek medical attention if irritation persists. Wash contaminated clothing before re-use.
IF IN THE EYES:	Immediately flush with water for at least 20 minutes. Seek medical attention if irritation persists.
IF SWALLOWED:	If victim is alert and not convulsing, give one glass of water to dilute material and induce vomiting. Seek immediate medical attention.
SPECIAL TREATMENT:	None known
HEALTH HAZARDS:	See Section 11

SECTION 5: FIREFIGHTING MEASURES

EXTINGUISHING MEDIA:	Use media suitable for surrounding fire. No special media required.
SPECIFIC FIRE HAZARDS:	Decomposition products may be toxic.
SPECIAL FIREFIGHTING PROCEDURES:	Wear full protective clothing and positive-pressure self-contained breathing apparatus.

SECTION 6: ACCIDENTAL RELEASE MEASURES

SPILL / RELEASE PROCEDURES:	Collect spilled product and store to re-use. Contaminated product and/or environmental media should be recovered and disposed of properly.
ENVIRONMENTAL PRECAUTIONS:	Prevent spilled material from entering storm drains or water bodies.
PROTECTIVE EQUIPMENT:	See Section 8

SECTION 7: HANDLING AND STORAGE

Store in a cool, dry, well ventilated area.

SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMITS:

HAZARDOUS COMPONENT

OSHA PEL

ACGIH TLV

Not Applicable

PERSONAL PROTECTIVE EQUIPMENT / PROTECTION MEASURES / CONTROLS:

RESPIRATORY PROTECTION:	NIOSH approved particulate / mist respirator, if required
EYE PROTECTION:	Safety glasses with sideshields, goggles, or faceshield recommended
SKIN PROTECTION:	Long sleeves, rubber gloves recommended
VENTILATION:	Local exhaust ventilation recommended

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE/ODOR:	Clear liquid/N/A
pH:	6.5
MELTING/FREEZING POINT:	-25
BOILING POINT:	212°F to 370°F
FLASH POINT:	Not measured
EVAPORATION RATE (ETHER=1):	Less than 1 (butyl acetate = 1)
FLAMMABLE (SOLID, GAS):	Not applicable
VAPOR PRESSURE (Pa):	Less than 10 mmHg at 77°F
VAPOR DENSITY:	Not measured
SPECIFIC GRAVITY:	10.5 - 12.0 lb/gal
SOLUBILITY (IN WATER):	Not measured
PARTITION COEFFICIENT n-octanol/water (Log Kow):	Not measured
AUTOIGNITION TEMP:	Not measured
DECOMPOSITION TEMP:	Not measured
UPPER/LOWER FLAMMABILITY OR EXPLOSIVE LIMITS	Lower Explosive Limit: Not measured Upper Explosive Limit: Not measured
VISCOSITY (cSt)	50-200 cps at 70°F (CST)

SECTION 10: STABILITY AND REACTIVITY

STABILITY:	Product is stable
CONDITIONS TO AVOID:	Excessive heat
INCOMPATIBILITY:	Water reactive materials
HAZARDOUS DECOMPOSITION PRODUCTS:	NO _x

SECTION 11: TOXICOLOGICAL INFORMATION

HEALTH EFFECTS: May cause irritation of the eyes, skin, respiratory tract, and gastrointestinal tract. Significant overexposure could potentially result in methemoglobinemia and nitrite poisoning. Symptoms might include cyanosis, increased pulse rates, nausea, vomiting, dizziness, headache, weakness, shortness of breath, and stupor.

CARCINOGENICITY: None of the ingredients are known / listed carcinogens.

INGREDIENT TOXICITY RANGES:

ORAL:	3,900 mg/kg
DERMAL:	None listed
INHALATION:	None listed

SECTION 12: ECOLOGICAL INFORMATION

This product is not known to be ecotoxic, persistent, or have the potential to bioaccumulate.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose of in accordance with all national, regional / state, and local regulations. Reuse recovered product where possible.

SECTION 14: TRANSPORT INFORMATION

This product is not regulated as a transportation hazard.

SECTION 15: REGULATORY INFORMATION

SARA SECTION 311 / 312 HAZARD CATEGORY: IMMEDIATE HAZARD

SECTION 16: OTHER INFORMATION

NFPA RATINGS:	HEALTH	1
	FLAMMABILITY	0
	INSTABILITY	0

HMIS RATINGS:	HEALTH	1
	FLAMMABILITY	0
	PHYSICAL HAZARD	0

MSDS ID NO: US001

PREPARED BY: SS

The information and data contained herein is based upon facts considered to be correct as of the date hereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will Aulick Chemical Solutions be responsible for damages of any nature whatsoever resulting from the use or reliance upon this information. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to information or the product to which this information refers.

1. Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product Identity

Sul-Fight

Alternate Names

Chemical Family: Organic Liquid
Chemical Name: Proprietary

1.2. Relevant identified uses of the substance or mixture and uses advised against

Intended use

Odor/Corrosion Control

Application Method

See Technical Data Sheet.

1.3. Details of the supplier of the safety data sheet

Company Name

Aulick Chemical Solutions, Inc.
111 Patton Court
Nicholasville, KY 40356

Emergency

CHEMTREC (USA)

(800) 424-9300

Customer Service: Aulick Chemical Solutions, Inc.

(859) 881 5422

2. Hazard identification of the product

2.1. Classification of the substance or mixture

Acute Tox. 4;H302

Harmful if swallowed.

Skin Sens. 1;H317

May cause an allergic skin reaction.

2.2. Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.



Warning

H302 Harmful if swallowed.

H317 May cause an allergic skin reaction.

Safety Data Sheet

Sul-Fight

SDS Revision Date:

07/15/2014

[Prevention]:

- P261 Avoid breathing dust / fume / gas / mist / vapors / spray.
- P264 Wash thoroughly after handling.
- P270 Do not eat, drink or smoke when using this product.
- P272 Contaminated work clothing should not be allowed out of the workplace.
- P280 Wear protective gloves / eye protection / face protection.

[Response]:

- P301+312 IF SWALLOWED: Call a POISON CENTER or doctor / physician if you feel unwell.
- P302+352 IF ON SKIN: Wash with plenty of soap and water.
- P313 Get medical advice / attention.
- P321 Specific treatment (see information on this label).
- P330 Rinse mouth.
- P333+313 If skin irritation or a rash occurs: Get medical advice / attention.
- P363 Wash contaminated clothing before reuse.

[Storage]:

No GHS storage statements

[Disposal]:

P501 Dispose of contents / container in accordance with local / national regulations.

3. Composition/information on ingredients

This product contains the following substances that present a hazard within the meaning of the relevant State and Federal Hazardous Substances regulations.

Ingredient/Chemical Designations	Weight %	GHS Classification	Notes
Active Ingredient CAS Number: Proprietary	25 - 50	Acute Tox. 4;H302 Skin Sens. 1;H317	[1]

[1] Substance classified with a health or environmental hazard.

[2] Substance with a workplace exposure limit.

[3] PBT-substance or vPvB-substance.

*The full texts of the phrases are shown in Section 16.

4. First aid measures

4.1. Description of first aid measures

General

In all cases of doubt, or when symptoms persist, seek medical attention.

Inhalation

Never give anything by mouth to an unconscious person.

Remove to fresh air, keep patient warm and at rest. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention. Give nothing by mouth.

Safety Data Sheet

Sul-Fight

SDS Revision Date:

07/15/2014

Eyes	Irrigate copiously with clean fresh water for at least 15 minutes, holding the eyelids apart and seek medical attention.
Skin	Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser.
Ingestion	If accidentally swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.

4.2. Most important symptoms and effects, both acute and delayed

Overview No specific symptom data available. See section 2 for further details.

Skin May cause an allergic skin reaction.

Ingestion Harmful if swallowed.

5. Fire-fighting measures

5.1. Extinguishing media

Recommended extinguishing media; alcohol resistant foam, CO₂, powder, water spray.
Do not use; water jet.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition: Carbon dioxide, carbon monoxide, and oxides of nitrogen.
Avoid breathing dust / fume / gas / mist / vapors / spray.

5.3. Advice for fire-fighters

Cool closed containers exposed to fire by spraying them with water. Do not allow run off water and contaminants from fire fighting to enter drains or water courses.

ERG Guide No. ----

6. Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Put on appropriate personal protective equipment (see section 8).

6.2. Environmental precautions

Do not allow spills to enter drains or watercourses.

Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

6.3. Methods and material for containment and cleaning up

Take the personal protective measures listed in section 8.

Contain and absorb spillage with non-combustible materials e.g. sand, earth, vermiculite. Place in closed containers outside buildings and dispose of according to the Waste Regulations. (See section 13).

Do not allow spills to enter drains or watercourses.

If drains, sewers, streams or lakes are contaminated, inform the local water company immediately. In the case of contamination of rivers, streams or lakes the Environmental Protection Agency should also be informed.

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7. Handling and storage

7.1. Precautions for safe handling

See section 2 for further details. - [Prevention]:

7.2. Conditions for safe storage, including any incompatibilities

Handle containers carefully to prevent damage and spillage.

Incompatible materials: Strong acids or oxidizing agents

See section 2 for further details. - [Storage]:

7.3. Specific end use(s)

No data available.

8. Exposure controls and personal protection

8.1. Control parameters

Exposure

CAS No.	Ingredient	Source	Value
Proprietary	Proprietary Preservative	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit

Carcinogen Data

CAS No.	Ingredient	Source	Value
Proprietary	Proprietary Preservative	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;

8.2. Exposure controls

Respiratory

If workers are exposed to concentrations above the exposure limit they must use the appropriate, certified respirators.

Eyes

Protective safety glasses recommended

Skin

Wear overalls to keep skin contact to a minimum.

Engineering Controls

Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn.

Other Work Practices

Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

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See section 2 for further details. - [Prevention]:

9. Physical and chemical properties

Appearance	Clear Liquid
Odor	None
Odor threshold	Not Measured
pH	10.1
Melting point / freezing point	25F
Initial boiling point and boiling range	212F to 370F
Flash Point	Not Measured
Evaporation rate (Ether = 1)	Less than Butyl Acetate
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Measured Upper Explosive Limit: Not Measured
Vapor pressure (Pa)	less than 10 mmHg at 77F
Vapor Density	Not Measured
Specific Gravity	8.7-8.8lbs per gallon @77F
Solubility in Water	Not Measured
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	50-200 cps at 70F

9.2. Other information
No other relevant information.

10. Stability and reactivity

10.1. Reactivity

Hazardous Polymerization will not occur.

10.2. Chemical stability

Stable under normal circumstances.

10.3. Possibility of hazardous reactions

No data available.

10.4. Conditions to avoid

Strong oxidizing agents

10.5. Incompatible materials

Strong acids or oxidizing agents

10.6. Hazardous decomposition products

Carbon dioxide, carbon monoxide, and oxides of nitrogen.

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11. Toxicological information

Acute toxicity

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr	Inhalation Gas LD50, ppm
Proprietary Preservative - (Proprietary)	No data available	No data available	No data available	No data available	No data available

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Classification	Category	Hazard Description
Acute toxicity (oral)	4	Harmful if swallowed.
Acute toxicity (dermal)	---	Not Applicable
Acute toxicity (inhalation)	---	Not Applicable
Skin corrosion/irritation	---	Not Applicable
Serious eye damage/irritation	---	Not Applicable
Respiratory sensitization	---	Not Applicable
Skin sensitization	1	May cause an allergic skin reaction.
Germ cell mutagenicity	---	Not Applicable
Carcinogenicity	---	Not Applicable
Reproductive toxicity	---	Not Applicable
STOT-single exposure	---	Not Applicable
STOT-repeated exposure	---	Not Applicable
Aspiration hazard	---	Not Applicable

12. Ecological information

12.1. Toxicity

No additional information provided for this product. See Section 3 for chemical specific data.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Proprietary Preservative - (Proprietary)	Not Available	Not Available	Not Available

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12.2. Persistence and degradability

There is no data available on the preparation itself.

12.3. Bioaccumulative potential

Not Measured

12.4. Mobility in soil

No data available.

12.5. Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

12.6. Other adverse effects

No data available.

13. Disposal considerations

13.1. Waste treatment methods

Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act.

Using information provided in this data sheet advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.

14. Transport information

	DOT (Domestic Surface Transportation)	IMO / IMDG (Ocean Transportation)	ICAO/IATA
14.1. UN number	Not Applicable	Not Applicable	Not Applicable
14.2. UN proper shipping name	Not Regulated	Not Regulated	Not Regulated
14.3. Transport hazard class(es)	DOT Hazard Class: Not Applicable DOT Label: ---	IMDG: Not Applicable Sub Class: Not Applicable	Air Class: Not Applicable
14.4. Packing group	Not Applicable	Not Applicable	Not Applicable
14.5. Environmental hazards			

IMDG Marine Pollutant: No

14.6. Special precautions for user

No further information

14.7. Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

Not Applicable

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15. Regulatory information

Regulatory Overview The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory or are not required to be listed on the TSCA Inventory.

WHMIS Classification D2B

US EPA Tier II Hazards

Fire: No

Sudden Release of Pressure: No

Reactive: No

Immediate (Acute): Yes

Delayed (Chronic): No

EPCRA 311/312 Chemicals and RQs:

(No Product Ingredients Listed)

EPCRA 302 Extremely Hazardous :

(No Product Ingredients Listed)

EPCRA 313 Toxic Chemicals:

(No Product Ingredients Listed)

Proposition 65 - Carcinogens (>0.0%):

(No Product Ingredients Listed)

Proposition 65 - Developmental Toxins (>0.0%):

(No Product Ingredients Listed)

Proposition 65 - Female Repro Toxins (>0.0%):

(No Product Ingredients Listed)

Proposition 65 - Male Repro Toxins (>0.0%):

(No Product Ingredients Listed)

N.J. RTK Substances (>1%) :

(No Product Ingredients Listed)

Penn RTK Substances (>1%) :

(No Product Ingredients Listed)

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16. Other information

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

The full text of the phrases appearing in section 3 is:

H302 Harmful if swallowed.

H317 May cause an allergic skin reaction.

This is the first version in the GHS SDS format. Listings of changes from previous versions in other formats are not applicable.

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