INVITATION TO BID

Bid Invitation Number: 88-2013 Date of Issue: 07/29/2013

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until <u>2:00 PM</u>, prevailing local time on <u>08/12/2013</u>. Bids must be <u>received</u> by the above-mentioned date and time. Mailed bids should be sent to:

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

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

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

odeside of the envelope.		
Bids are to include all shipp	oing costs to the point of delivery located	at: West Hickman WWTP
Bid Security Required: Cashier Check, Certified Check,	Yes X No Performance I Bid Bond (Personal checks and company checks	Bond Required: X Yes No will not be acceptable).
Quantity	Commodit	y/Service
Price Contract	Temporary Labor for Facili	ties and Fleet Management
Bid Specifications Exceptions to Bid	Check One: Met Specifications. Exceptions shall tached to bid proposal submitted.	Proposed Delivery: 20 days after acceptance of bid.
No purchase go	* -	ill be using Procurement Cards to ents. Will you accept Procurement Cards?
Submitted by: Bid must be signed: (original signature)	City, State & Zip Signature of Authorized Company R GREG HUELS MAN	40513 ADEV. AXEC Representative - Title 502 - 454.4690(F) Fax #

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

E-Mail Address

<u>AFFIDAVIT</u>

Comes the Affiant, GREG HUELSMAN, and after being first duly sworm
under penalty of perjury as follows:
1. His/her name is GREG HUELSMAN and he/she is the individual submitting the bid or is the authorized representative of
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OMNI SOURCE STAFFING
the entity submitting the bid (hereinafter referred to as "Bidder").
 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. 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 <u>Jefterson</u>
The foregoing instrument was subscribed, sworn to and acknowledged before me
by <u>Greg Huelsman</u> on this the <u>Gth</u> day
of August, 2013. Notary Public, State at Large, KY
My Commission expires: My commission expires Dec. 15, 2014
Ba 1771
NOTARY-PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). 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 <u>www.Greenseal.org</u> 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 preapproved 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
1 03		110

GENERAL PROVISIONS OF BID CONTRACT

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

- 1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

- 11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened

against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

- 18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature / Wilson

Date

The Law

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

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

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

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

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

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

Bidders

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

Signature

OMNISOURCE STAFFING Name of Business

Name of Organization:	OMNISOURCE	JARGE		STAFFING	9	D	Date:	6	1/3	(M	
Categories	Total	Whi	ite	La	Latino	Black	ck	ŏ	Other	Total	tal
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Administrators	1				The state of the s						
Professionals											
Superintendents						and the state of t	Walter and the same of the sam				
Supervisors	9	3	/	_					-	4	7
Foremen											
Technicians					4000-1-11111111111111111111111111111111						
Protective Service											
Para-Professionals	4		つ			_				7	N
Office/Clerical	34	80	17	7	3	7	7			12	22
Skilled Craft	•										
Service/Maintenance											
Total:	45									6)	92

Prepared by: (AREG HUELSMAN) BUSINESS DEV. EXEC. Name & Title



N/A - OMNISOURCE WILL SELF - PERFORME. DMNISOURCE IS A NMSDC CERTIFIED FIRM SEE ENCLOSED CERTIFICATION LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 88:2013

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

accomplishing the work contained in this Bid/RFP/Quot	e. Any misrepresentation may result in the
termination of the contract and/or be subject to applicable	e Federal and State laws concerning false
statements and false claims.	// / /
OMNISOURCE STAFFING	the His Wentla
Company	Company Representative
8/9/13	BUSINESS DEV. EXEC.
Date	Title

The undersigned company representative submits the above list of MWDBE firms to be used in



NOT APPLICABLE - DMNISOURCE IS A CERTIFIED MRE AND WILL SELF. PERFORM ALL WORK

LFUCG MWDBE SUBSTITU	
Bid/RFP/Quote Reference #_	88-2013

The substituted MWDBE 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.

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
				
		:		
	Contracted/ Name, Address, Phone,	Contracted/ Name, Performed Address, Phone,	Contracted/ Name, Performed Substitution Address, Phone,	Contracted/ Name, Performed Substitution Value of the Work

The undersigned acknowledges that any misrepresenta applicable Federal and State laws concerning false state	tion may result in termination of the contract and/or be su	bject to
DANI SOURCE STAFFING	Company Representative	ب
8/9/13	BUS. DEV. EXEC.	
Date	Title	

UNBAN COMPANIES

Company Name

NOT APPLICABLE. DANISOURCE IS A CERTIFIED MBE & WILL SELF. PEOFORM ALL WORK

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

Contact Person

Address/Phone/Email		***************************************	Bid Pa	ckage / Bid I)ate		
				.			
MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (cmail, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
						N-ydtyp	
					9		
(MBE designation NA= Native Amount of the undersigned a contract and/or be	e rican) cknowledges tl	nat all informatio	on is accura	te. Any mis	representation m	ay result in termir	
OMN, SO	dræ S	CAFFING	<u> </u>	₹.	ompany Represo	Lucle entative DEV.	ner
8/9/1 Date	3			Tí	BUS.	DEV.	EXEC.



N/A - DANISOURCE WILL SELF. PEKFORM ALL SERVICES

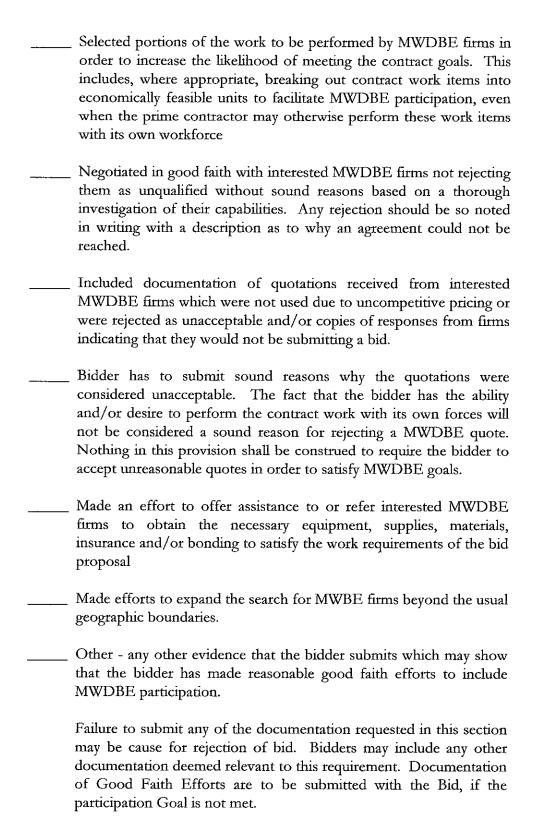
LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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 #_	88.2	013				
Total Con	tract Amou	nt Awarded	to Prime	Contractor f	or this Project_		
Project Name/	Contract #			Work Period/ F	rom:	To:	
Company Nam	c:	744		Address:			
Federal Tax ID	•			Contact Person:		V2 v12	
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
	.,,,,,,						
each of the re and/or prosec	presentations ution under a	set forth below pplicable Feder	is true. Any al and State la	misrepresen <i>ta</i> ti	certify that the info ons may result in the false statements and	e tempination	orrect, and that of the contract
Company Date	13	STAM	· (Company Repri	esentative . DEV.	EXE	C

that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 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 of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms 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 that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

By the signature below of an authorized company representative, we certify



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.	
OMU: SOURCE STAFFING	Thee Levelsina
Company	Company Representative
8/9/13	RUS. DEV. EXEC
Date	Title

- No employee or agent of the Agency shall take or make use of LFUCG material or information which is classified or non-classified.
- Any property of the LFUCG and/or its employees removed by employees of the Agency without advance consent shall be considered theft.
- Bidders must provide a copy of any agreement that must be executed as part of this contract with their bid.
- Any position working with children must have successfully passed a background check. The bidder must submit their background policy, which includes the criteria of disqualification for employment. Background policy criteria must meet the minimum of disqualifying candidates for single instances of the following convictions within the specified time period or a pattern of the following instances regardless of time since convictions:
 - -Any history of illegalities in dealing with children
 - -Any history of illegalities of a sexual nature
 - -Drug-related convictions within two years of application
 - -Any crime of violence (assault, etc.) within two years of application
 - -Alcohol-related convictions within two years
 - -Drug trafficking within five years of application.

Pricing

Vendors shall submit pricing on this page.

The amount the LFUCG shall pay per hour is fixed.

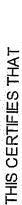
Rate LFUCG to Pay Agency		ency	Rate Agency Pays Temporary Employee	
\$	20.85	(39%)	\$15.00 per hour – Electrician Master	
\$	16.68	(39%)	\$12.00 per hour – Electrician Journeymen	
\$	20.85	(392)	\$15.00 per hour – HVAC Master	
\$	16.68	(39.7)	\$12.00 per hour – HVAC Apprentice	

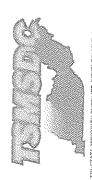
Pricing for laborers and office personnel:

Rate	LFUCG to Pay Agency		Rate Agency Pays Temporary Employee
\$	13.90	(39%)	\$10 per hour – General Laborer/Custodian
\$	16.20	(35%)	\$12 per hour - Office Personnel

For questions regarding these specifications, contact Theresa Maynard, Buyer Senior, Division of Central Purchasing at 859-258-3320 or at theresam@lexingtonky.gov.

Tri-State Minority Supplier **Development Council**





OmniSource Integrated Supply, LLC

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

**NAICS Code(s): 561311; 561320

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

Ralph de Chabert, TSMSDC Chairman Certificate Number Agh E. de Chabert KY1120 Expiration Date 07/20/2014 07/15/2013 Issued Date

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



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