

10/27/2011

Resolution

471-2011

RESOLUTION NO. 471 -2011

A RESOLUTION ACCEPTING THE BID OF THE DETROIT SALT COMPANY, ESTABLISHING A PRICE CONTRACT FOR TREATED ROCK SALT, FOR THE DIVISION OF STREETS AND ROADS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of The Detroit Salt Company, establishing a price contract for treated rock salt, for the Division of Streets and Roads, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: October 27, 2011

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

Bid # 79-2011

Buyer: T Slatin

CENTRAL PURCHASING

Date Received

Bid
☒ PCT

08/17/11

Unit Price Bid

Advertising Date
08/31/11

Assigned To

Contract Included

Opening Date

BID TITLE: Treated Rock Salt

| | <u>VENDOR</u> | <u>ADDRESS</u> | <u>AMOUNT</u> |
|----|--------------------------|----------------|---------------|
| 1. | The Detroit Salt Company | Detroit, MI | PCT |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

☒ Low Responsive Bid ☐ Non-Low Bid ☐ Walk-On ☐ 2 Readings
☐ Low Responsive Bid (Multiple Awards)

of Bids Submitted 2

PCT

Recommended Bid Amount

BUDGET/ACCOUNTING

| <u>Fund</u> | <u>Department</u> | <u>Section</u> | <u>Account</u> | <u>Project</u> | <u>Bud Ref</u> | <u>Amount</u> | <u>Account & Available Budget</u> |
|-------------|-------------------|----------------|----------------|----------------|----------------|---------------|---------------------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



Authorized Signature: Central Purchasing

10-7-11
Date Forwarded


Authorized Signature: Budgeting

10/10/11
Date Forwarded

CHIEF ADMINISTRATIVE OFFICER


Approved
Authorized Signature

10-10-11
Date Forwarded

WHEN APPROVED, FORWARD COPY OF RESOLUTION TO DIVISION OF CENTRAL PURCHASING

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Inter-Department Memorandum

TO: Office of the Mayor

**FROM: Brian Marcum, Director
Division of Central Purchasing**

**Re: Recommendation
Bid Invitation Number 79-2011**

October 3, 2011

Treated Rock Salt

Department/Division: Division of Streets & Roads

| Recommended Vendor: | | Amount: |
|--|--|--------------------------|
| The Detroit Salt Company | | \$ Various |
| Date Advertised: 08/17/2011 | | # of Bids Received: 2 |
| Date Opened: 08/31/2011 | | Type: Price Contract Bid |
| Bid Order: | | Amount: |
| Low: | The Detroit Salt Company | \$ Various |
| 2 nd Low: | Cargill, Inc. | \$ Various |
| 3 rd Low: | | \$ |
| Reason for Recommendation of Acceptance: | | |
| <input checked="" type="checkbox"/> | 1. Recommended Vendor submitted the lowest bid that is responsive to all specifications. | |
| <input type="checkbox"/> | 2. Multiple awards made to low bidder for each item or group. | |
| <input type="checkbox"/> | 3. See attached memo for reason(s) of one bid recommendation. | |

INVITATION TO BID

Bid Invitation Number: 79-2011

Date of Issue: 08/17/11

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **08/31/2011**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

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

Bid Security Required: ☐ Yes ☒ No Performance Bond Required: ☐ Yes ☒ No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

| Quantity | Commodity/Service |
|----------|--------------------|
| PCT | Treated Rock Salt |
| | See specifications |

| | |
|---|--|
| Check One: <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | Proposed Delivery: _____ days after acceptance of bid. 1-3 Days ARO |
| Procurement Card Usage <input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> No | |

Submitted by:

The Detroit Salt Company LC

Firm

12841 Sanders Street

Address

Detroit Michigan 48217

City, State & Zip

President

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

Signature of Authorized Company Representative – Title

E. Manos

President

Representative's Name (Typed or printed)

313.841.5144 313.841.0466

Area Code - Phone – Extension

Fax #

mgeyer@detroitsalt.com / ghopkins@detroitsalt.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, E. Manos, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is E. Manos and he/she is the individual submitting the bid or is the authorized representative of President, The Detroit Salt Company LC

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.

Michigan

STATE OF

Wayne

COUNTY OF

The foregoing instrument was subscribed, sworn to and acknowledged before me by E. Manos on this the 26 day of August, 2011.

My Commission expires: _____

M GEYER
Notary Public, State of Michigan
County of Wayne
My Commission Expires 07-07-2016
Acting in the County of _____

M. Geyer
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 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 X

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Denise Egan
Signature
DENISE EGAN

DETROIT SALT COMPANY
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: The Detroit Salt Company LC **Date:** 08 / 22 / 2011

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-------|-------|---|--------|---|-------|---|-------|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators | 3 | | 3 | | | | | | | | 3 |
| Professionals | 3 | 3 | | | | | | | | 3 | |
| Superintendents | | | | | | | | | | | |
| Supervisors | 2 | 2 | | | | | | | | 2 | |
| Foremen | 4 | 3 | | | | | | 1 | | 4 | |
| Technicians | 14 | 14 | | | | | | | | 14 | |
| Protective Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | |
| Skilled Craft | 5 | 3 | | | | 1 | | 1 | | 5 | |
| Service/Maintenance | 14 | 10 | | | | | | 4 | | 14 | |
| Total: | 45 | 35 | 3 | | | 1 | | 6 | | 42 | 3 |

Prepared by: Denis Egan, Controller 08/22/11
Name & Title

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

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

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

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

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their bids.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Bidder to include in its bid, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-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 MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 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)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE 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.

PART 3 - DEFINITIONS

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

PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE 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.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE 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.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Bidder shall include copies of dated advertisement with his submittal

- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. 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. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development
ttyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation

Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP

Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect

Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**

www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

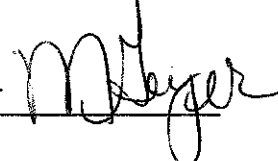
Bid/RFP/Quote Reference # 79-2011

The MBE/WBE 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.

| MBE/WBE Company, Name, Address, Phone, Email | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|-------------------------|-----------------------------------|------------------------------|
| 1. None | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

The undersigned company representative submits the above list of MBE/WBE 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.

The Detroit Salt Company LC
Company
08/26/11
Date

M. Geyer 
By
Manager
Title

LFUCG MBE/WBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

The substituted MBE/WBE 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.

| SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email | MBE/WBE 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. | | | | | |

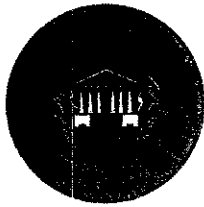
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

| | |
|---------------------|------------------------|
| Company Name | Contact Person |
| Address/Phone/Email | Bid Package / Bid Date |

| MBE/WBE 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 |
|-------------------------|----------------|---|----------------|--------------------------|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(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.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE 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 # _____
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 _____
Date _____

Company Representative _____
Title _____

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 79-2011

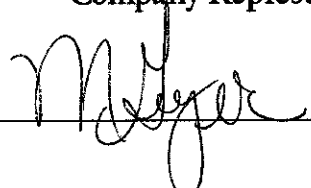
By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- ☐ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- ☐ Sponsored Economic Inclusion event to provide networking opportunities
- ☒ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- ☐ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- ☐ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- ☐ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- ☐ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- ☒ Other
Please list any other methods utilized that aren't covered above.
Please see attached

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

The Detroit Salt Company
Company
08/26/11

Date

M. Geyer
Company Representative


Mitch Haynes

From: Marilyn Clark [mclark@lexingtonky.gov]

Sent: Wednesday, August 24, 2011 4:27 PM

To: Mitch Haynes

Subject: Transportation Vendors

Here's a list of the MWBE Transportation vendors I have in my data base. Please let me know if I can help you in any other way.

Thanks,

Marilyn Clark, CCDP

Minority Business Enterprise Liaison

LFUCG Division of Central Purchasing

200 East Main Street, Room 341

Lexington, KY 40507

859-258-3323

mclark@lexingtonky.gov

www.lexingtonky.gov/purchasing

From: Mitch Haynes [mailto:Mitch@haynestrucking.com]

Sent: Wednesday, August 24, 2011 1:01 PM

To: Marilyn Clark

Subject:

To whom it may concern, Detroit Salt is looking for certified WBE and MBE truckers in the Lexington Area to transport bulk salt in dump trucks. Your help would be greatly appreciated. Please email information to elkhav@windstream.net. Thanks Mitch Haynes

8/25/2011

002/007

08/25/2011 THU 14:31 FAX 859 253 4784

List from Dark year
Mary in Lexington
City of Lexington

21 suppliers were found matching your search criteria

State: KY

MWBE Classification: All MWBE's

Commodity/Service Category: Transportation Services

Search Results

| Company | Address1 | Address2 | Address3 | City | Sta | Contact | Phone |
|---|--------------------------------|----------|----------|-------------|-----|-----------------------------|------------------------|
| Commerce Lexington | 330 E. Main St | | | Lexington | KY | Tyrone Tyra | Phone: 859-226-1625 |
| Allstate Ford Trucks | 1357 Gardiner Lane | | | Louisville | KY | H. Brooks Phillips | Phone: 502-459-0550 Ex |
| American Property Services, LLC | P.O. Box 11893 | | | Lexington | KY | Meghan Goode | Phone: 216-780-2010 |
| apt movers & delivery | 2033 heather wy | | | Lexington | KY | brandt thomas | Phone: 859-221-4799 |
| Barfield Trucking LLC | 122 Cottage St | | | Nicholasvil | KY | Albert Hunter Barfield III | Phone: 858-285-4788 |
| e's-businesses | 2148 Laspur Dr. #54A | | | Lexington | KY | Evelyn morton | Phone: 859-489-3774 Ex |
| Enmz Company | 10653 Unbridled Ct | | | Union | KY | Marcus Chichura | Phone: 859-525-1320 |
| GKC Properties LLC | 108 Ellison St | | | Corbin | KY | George Cord | Phone: 606-304-5796 |
| High Hopes Enterprise, LLC | 5498 Wallingford Road | | | Flemingsbr | KY | Rebecca Glascock | Phone: 606-845-4673 |
| HRJ Transport Company, Inc. | 252 East High St., Suite 1 | | | Lexington | KY | Henry Rudd, Jr. | Phone: 859-402-6988 |
| jack kain ford | po box 9 | | | Versailles | KY | pat crowley | Phone: 859-873-6666 Ex |
| JEI, Inc. | 1876 Custer Roberts Hollow Ln. | | | Custer | KY | Gerardo M. Jaime | Phone: 270-536-3521 |
| L & C Management, Inc. | 2453 Rockminster RD | | | Lexington | KY | Charles Thomas | Phone: 859-621-2482 |
| Liberty Transportation, Inc. DBA Team WorldWide | 1348 Jamike Ave | | | Erlanger | KY | Bobbie Mattis, Marty Mattis | Phone: 859-282-0505 |
| Messier & Associates Inc. | P.O. Box 21293 | | | Louisville | KY | Fernando Messier | Phone: 502-533-4573 |
| perfection | 133 ashton drive | | | Lexington | KY | adam warren | Phone: 859-509-3756 |
| ProTactical Group LLC | PO Box 1445 | | | Versailles | KY | Craig Shiba | Phone: 828-400-7624 |
| Valor Industries, LLC | 5505 Lodema Way #3 | | | Louisville | KY | Ericka Prentice | Phone: 502-640-6935 |
| Watermark Construction, LLC | PO Box 910212 | | | Lexington | KY | Molly Foree | Phone: 859-373-1364 |
| WINNER CIRCLE SERVICES | 4101 RAINWATER CIRCLE | | | Lexington | KY | DERRICK WILSON | Phone: 859-576-5611 |
| ZKB Construction Service and Maintenance LLC | 3373 Fraserdale DR. | | | Lexington | KY | Brian K. Monroe | Phone: 859-221-5183 |



DETROIT SALT COMPANY

August 26, 2011

Director Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington KY 40507

Re: Invitation to Bid #79-2011 Treated Rock Salt, August 31, 2011

Ms. Clark;

This contract goal calls for not less than 10% of the total value of to be subcontracted to MWBE's as subcontractors. Unfortunately, we are not able to achieve that percentage as the majority of the cost that makes up the price of salt is in the manufacturing of and the rail transportation, neither of these is MWBE'S organizations. That leaves us with only a small percentage of the contract award price available for MWBE'S participation and it falls within the local trucking component of that price.

From the list of you supplied under Transportation Services, messages were left with no returned calls with three companies, three companies were not trucking services, three stated it was too far for them to come to work, one only has one truck and not available, five numbers are not in service.

B. Murray Excavating
10106 Brown Court
Jeffersontown KY 40299

William Murray

502.817.5495 8/24/11 Talked to William Murray, no return call

Commerce Lexington
330 E Main Street
Lexington KY 40507

Tyrone Tyra

859.226.1625 8/25/11 Left Message, no return call

All State Ford Trucks
1357 Gardiner Lane
Louisville KY 40213

H. Brooks Phillips

502.459.0550 8/25/11 Truck sales only, no trucking services

American Property Services LLC
PO Box 11893
Lexington KY 40578

Meghan Goode

216.780.2010 8/25/11 Left Message, no return call

Apt Movers & Delivery
2033 Heather Way
Lexington KY

Brandt Thomas 859.221.4799 8/25/11 No Dump Trucks

Barfield Trucking LLC
122 Cottage St
Nicholasville KY

Albert Barfield 859.285.4788 8/25/11 Number unavailable

E's Businesses
2148 Larspur Dr #54A
Lexington KY 40504

Evelyn Morton 859.489.3774 8/25/11 Number not in service

Emmz Company
10653 Unbrided Ct
Union KY 41091

Marcus Chichura 859.525.1320 8/25/11 Too far to work

GKC Properties LLC
108 Ellison
Corbin KY 40701

George McCord 606.528.2953 8/25/11 Too far to work

High Hopes Enterprise LLC
5498 Wallingford Road
Flemingsburg KY

Rebecca Glascock 606.845.4673 8/25/11 Too far to work

HRJ Transport Co, INC
252 E High Street
Lexington KY

Henry Rudd Jr. 859.402.6988 8/25/11 Wrong number

Jack Kain Ford
PO Box 9
Versailles KY

Pat Crowley 859.873.6666 8/25/11 Car dealer, no trucking services

ZBK Construction
3373 Fraserdale Drive
Lexington KY

Brian Monroe 859.221.5183 8/25/11 Concrete co. only 1 single axel dump truck

Winner Circle Services
4101 Rain Water Circle
Lexington KY

Derrick Wilson

859.576.5611 8/25/11 Wrong number

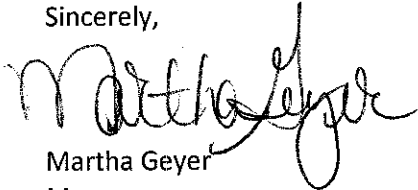
Watermark Construction
PO Box 910212
Lexington KY

Molly Foree

859.373.1354 8/25/11 Number disconnected

The Detroit Salt Company has every intention of striving for maximum utilization for MWBE's companies to deliver salt to the City of Lexington and will work with your department in identifying and subcontracting with certified subcontractors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martha Geyer', written in a cursive style.

Martha Geyer
Mananger

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions.

4.0 **INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS SHOULD CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the appropriate form(s) or documentation required by the Commonwealth of Kentucky's Department of Insurance unless it is deemed not necessary by OWNER.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.

- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- e. OWNER 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.
- f. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.

4.2. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

4.3. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

4.4. Verification of Coverage

Prior to award of the work, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. All such certificates must be filed with and approved by the Commonwealth of Kentucky's Department of Insurance if otherwise required by law. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.5. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit

and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

5.0 DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default. CONTRACTOR also agrees that OWNER 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 CONTRACTOR for any such insurance premiums purchased, suspending, cancelling or terminating this Contract.

00310916

LFUCG
Division of Streets & Roads
LFUCG Item # 775-45-75-0000

SPECIFICATIONS FOR TREATED ROCK SALT

The Lexington Fayette Urban County Government Division of Streets & Roads is accepting bids to establish a price contract for Treated Rock Salt.

Scope of Work

The work to be performed consists of furnishing and delivering and/or pick up of treated rock salt for the Lexington-Fayette Urban County Government Division of Streets, Roads and Forestry for use in winter maintenance operations. The Lexington-Fayette Urban County Government uses approximately **15,000 tons** of salt annually. This is only an estimate and is not to be implied or inferred as being a guarantee. The Lexington-Fayette Urban County Government is obligated to buy only the quantity that is needed during the term of the contract.

Specifications

Rock salt shall conform to the requirements of AASHTO M 143, Type I Grade I, with a moisture content not exceeding 2 percent. All material furnished shall be chemically treated to prevent caking and shall be free of foreign matter, lumps and water free.

Inspection

All rock salt delivered will be visually inspected at time of delivery.

Rejection

Any rock salt delivered which contains lumps, foreign matter, or water shall be rejected. In the event the rock salt has been loaded or dumped prior to rejection it shall be immediately reloaded or removed by the vendor at the vendor's expense within 48 hours of notification of rejection. *Failure to remove the material will result in liquidated damages in the amount of \$10.00 per ton for each day the salt remains on the Lexington-Fayette Urban County Government properties.*

Delivery

Vendor shall make delivery in trucks with solid or waterproof tarps to stock pile locations. Orders shall be placed by telephone during regular working hours to the office specified by the vendor. The vendor should provide a single telephone number for all orders placed. Deliveries shall be made during regular working hours when possible, and will be accepted at other times only when prior arrangements have been approved by the Lexington-Fayette Urban County Government. No payments will be made for any load for which a delivery ticket cannot be produced.

Non-Performance Penalties

Failure to deliver salt as requested and required under this contract will result in \$200 per day (after notice to the Vendor of requirement) charge to the vendor after 5 days without delivery. This charge will pay for the Lexington-Fayette Urban County Government's public safety requirements during snow events.

Prices

Prices shall be bid for a minimum of 20 tons per load delivered to any location in Lexington, Kentucky via instructions from the Lexington-Fayette Urban County Government Division of Streets and Roads; Department of Environmental Quality and Public Works, or the Division of Central Purchasing. This bid should also include a price for the Lexington-Fayette Urban County Government to pick up the product.

Prices bid must be exact and held firm through the term of the agreement. There shall be no additional charges for delivery, handling, or any other miscellaneous fees.

A blanket purchase order will be issued at the start of the winter season in the amount we expect to purchase during the season. Orders will be placed as salt is needed to replenish our stock.

If the vendor is unable to meet its agreement obligations as set out in this invitation, then the Lexington-Fayette Urban County Government, at their option, may purchase materials from any other available source on the open market, may cancel the agreement or applicable portions thereof, and may award the portions so cancelled to another supplier. In the event the Lexington-Fayette Urban County Government must resort to any of the above procedures, the vendor shall be required to reimburse the Lexington-Fayette Urban County Government for any expense incurred in excess of the agreement price.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
PRICING SHEET**

Estimated Quantities:

15,000 tons per winter season

Prices:

Pickup at your plant or stockpile location \$ 60.00 per ton(A)

Stockpile is located 1225 West High Street, Lexington Kentucky
at: _____

Delivered to: 1799 Old Frankfort Pike Lexington, KY \$ 60.49 per ton(B)

Delivered to: Roy Mardis Drive Lexington, KY \$ 60.49 per ton(B)

- A) Represents price per ton for the material loaded in Lexington-Fayette Urban County Government trucks at the bidder's plant or stockpile.
- B) Represents price per ton for material hauled on bidder's trucks, price per ton, delivered in a minimum of twenty (20) ton loads, and delivered to the locations listed above.