

INVITATION TO BID

Bid Invitation Number: 97-2011

Date of Issue: 09/22/2011

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 10/06/2011. 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, Rm 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: 360 Thompson Rd, 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).


Commodity/Service
Portable Heating System for Municipal Recycling Facility
See specifications.

<p style="text-align: center;">Check One:</p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;">Proposed Delivery:</p> <p><u>10</u> days after acceptance of bid.</p>
<p>Procurement Card Usage</p> <p><input 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?</p> <p><input checked="" type="checkbox"/> No</p>	

Submitted by: MMI OF KY
Firm

2081 MERCER ROAD
Address

LEXINGTON, KY 40511
City, State & Zip

 - ACCOUNT MGR
Signature of Authorized Company Representative - Title

JOHN GILLES
Representative's Name (Typed or printed)

859.967.2086 859.231.6522
Area Code - Phone - Extension Fax #

JGILLES@CMCMMI.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, *John Gilles*, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is JOHN GILLES and he/she is the individual submitting the bid or is the authorized representative of MMI OF KENTUCKY,

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 FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me

by *Audrey A. Nichole* on this the 5th day of OCTOBER, 2011. **on Expires Jan 25, 2014**

My Commission expires: _____

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

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #97-2011 Portable Heating System for Municipal Recycling Facility"

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of 5 percent of the bid price must be attached

hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond or Certified Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

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.



Signature

MMI OF KY

Name of Business

**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 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.

3.1 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 (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
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 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 and shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.
- c. 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.
- d. 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.

3.2. 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.

3.3. 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.

*Request for Bid 97-2011 Portable Heating System for
Municipal Recycling Facility (MRF)
360 Thompson Road
Lexington, KY*

Scope of Work:

1. Provide and install a "portable" heating system which will be installed/removed each heating season.
2. System needs to be able to maintain the main structure of the MRF at a minimum of 40°F at all times – this is a 36,000 ft² structure with un-insulated metal siding and marginal insulation on the metal roof which is 25' to 32' above floor level.
3. System needs to have a single source ignition point which is located outside the main structure.
4. The system is to have no pressure vessel or boiler certification requirements.
5. Internal heating system needs a minimum of 6 portable heating units which can be moved as needed – wheels on one end required.
6. Heat transfer materials will be propylene glycol/water for freeze protection and to minimize the size of the transfer lines to the individual heaters.
7. Supply and return lines as well as manifolds for distribution are to be included and they must have quick connect hose couplers (assume 12 hoses, 1" diameter at 50' each and 2 hoses, 2" diameter, at 50' each, and two distribution manifolds – all connectors, gaskets, etc. to be included).
8. The main heating unit is to be skid mounted for easy relocation.
9. Training of key LFUCG personnel is to be included in the bid.
10. Start-up service and coverage is to be included in the bid.
11. A one year warranty against any failures shall be included and cover material, labor and travel associated with any needed repairs.
12. Bid must also include all materials for and installation of a "plastic barrier wall" to cover the opening between the main structure and the tipping floor area – this opening is roughly 120' long and 25' high. Wall is to be a 6 mil (minimum) reinforced/non-ripping plastic and will have two access points for personnel.
13. The first set up and take down of the system is to be included in the bid (this includes take down of the plastic barrier wall as well).
14. After purchase order is issued and notice to proceed is given, the system will need to be installed and functional within 2 weeks.

Detailed specs:

1. Based on past years' data, system will need to have a capacity of 1,000,000 Btu/hr or greater (gas supply at this point can accommodate up to 1,200,000 Btu/hr).
2. System needs to operate on natural gas.
3. Natural gas supply pressure will be 6"- 14" WC.
4. Electrical supply for the unit will be 115/230 volt, single Ø, 60 Hz, 30amps.
5. Individual heat exchanger units inside the main structure are each to be rated for 200,000 BTU/hr and at least 2,000 CFM air flow.
6. System must be CSA certified.
7. System is to have automatic shut down features for overheat and overpressure.
8. Pressure on the heat transfer material shall not exceed 30 P.S.I.

PRICING

Model/Manufacturer DRYAIR MODEL 2000-1200

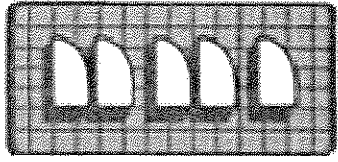
Lump Sum Bid (includes all parts, labor, warranty, and incidentals) \$ 47,788⁰⁰

If lease to own option is available for the Model specified above, please list terms and conditions:

* SEE ATTACHED QUOTE FOR FURTHER OPTIONS
AND OTHER DETAILS.

Additional notes:

Bid should include detailed specifications on exact model quoted.
Bid should include cost and terms of lease to own option, if available.



QUOTE

Quotation #: DRYAIR-LFUCG

Date: 10.6.11

Expiration Date: 12.6.11

Estimator: JOHN GILLES

Customer: LFUCG

MMI of KENTUCKY
2081 MERCER ROAD
LEXINGTON, KY 40511

Customer:

Ship To Address:

LFUCG-RECYCLING CENTER
BID DATE: 10/6/2011

LEXINGTON, KY

Item	Quantity	Unit Price	Amount
TAX EXCLUDED FROM ITEMIZED PRICING			
<u>1.2 MILLION BTU DRYAIR SYSTEM (RENTAL)</u>			
INCLUDES 12-1" HOSES, 2-50' 2" HOSES, & 6 HEAT EXCHANGERS & 2 MANIFOLDS	90 DAY	\$ 188.50	\$ 16,965.00
SETUP OF HEATING UNIT (INCLUDES HANGING OF HOSES)	1 LS	\$ 1,100.00	\$ 1,100.00
BUILDING OF 6 MIL POLY TENT (INCLUDES POLY)	1 LS	\$ 3,200.00	\$ 3,200.00
OPTION #1 TOTAL			\$ 21,265.00
<i>FOLLOWING OPTION TO PURCHASE AFTER RENT:</i>			
INCLUDES 12-1" HOSES, 2-50' 2" HOSES, & 6 HEAT EXCHANGERS & 2 MANIFOLDS	90 DAY	\$ 188.50	\$ 16,965.00
BALANCE TO PURCHASE (INCLUDES SETUP, TENT, & WARRANTY)	1 EA	\$ 32,542.00	\$ 32,542.00
OPTION #2 TOTAL			\$ 49,507.00
<i>FOLLOWING OPTION TO PURCHASE USED UNIT:</i>			
INCLUDES 12-1" HOSES, 2-50' 2" HOSES, & 6 HEAT EXCHANGERS & 2 MANIFOLDS (*INCLUDES SETUP, POLY TENT, & 1 YR WARRANTY)	1 EACH	\$ 47,788.00	\$ <u>47,788.00</u>
<i>FOLLOWING TO PURCHASE NEW UNIT (FOR INFO ONLY):</i>			
**NEW UNIT WOULD NOT BE READY UNTIL MID JAN. '12			
INCLUDES 12-1" HOSES, 2-50' 2" HOSES, & 6 HEAT EXCHANGERS & 2 MANIFOLDS	1 EACH	\$ 78,424.82	\$ 78,424.82
Total			\$ 189,332.00
Tax			
Grand Total			\$ 189,332.00

MAIN BID

QUOTE IS GOOD UNTIL ABOVE EXPIRATION DATE.

PRICING IS BASED ON USED UNIT

MMI WILL ASSIST LFUCG WITH (2) FREE TRAINING SESSIONS WITH ANY OF THE ABOVE OPTIONS.

(1) YEAR WARRANTY STARTS FROM DAY OF SETUP. GENERAL MAINTENANCE & CLEANING IS THE RESPONSIBILITY OF LFUCG. MMI WILL HANDLE COST OF PARTS & LABOR FOR REPAIRS DURING 1ST YEAR ONLY.

**AFTER 1ST YEAR, LFUCG WOULD BE RESPONSIBLE FOR PAYMENT OF PARTS & LABOR.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PD

DATE (MM/DD/YYYY)

10/04/11

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

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

PRODUCER E. Kinker & Co. Kinker-Eveleigh Insurance 7750 Montgomery Rd Cincinnati, OH 45236-4276	513-891-6615 513-891-6621	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CONTR-1	FAX (A/C, No):
INSURED Contractors Materials Company Martha's Materials Inc PO Box 621227 Cincinnati, OH 45262-1227	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westfield Group		24112
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CMM3565551	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CMM3565551	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$			CMM3565551	01/01/11	01/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCP3566476	01/01/11	01/01/12	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is additional insured per form CG7087 0105.

CERTIFICATE HOLDER

CANCELLATION

LEXIN-4 Lexington Fayette Urban Co. Government Municipal Recycling Facility 360 Thompson Road Lexington, KY 40510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B.** This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.
- C.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.



KENTUCKY ASSOCIATED GENERAL CONTRACTORS SELF INSURERS' FUND

Mail to Kentucky AGC/SIF, P.O. Box 438949, Louisville, KY 40253-6949
Phone (502) 245-2007 • Fax (502) 245-6062 • www.kyagesif.com

OUR A.M. BEST RATING IS A-, "EXCELLENT"

CERTIFICATE OF INSURANCE

ISSUED TO: Re: Municipal Recycling Facility
LFUCG
360 Thompson Rd.
Lexington, KY 40510

This is to certify that MMI Of Kentucky, being subject to the provisions of the Kentucky Workers' Compensation Act, has secured the payment of compensation by insuring their risk with the Kentucky Associated General Contractors Self Insurers' Fund.

Policy Number: 7938-1

Agent:

Policy Period: 01/01/2011 thru 12/31/2011

Limits:

Workers' Compensation - Statutory, State of Kentucky
Employers Liability - \$4,000,000 (per occurrence)

This Certificate is evidence of coverage in effect at the time of issuance but is subject to all terms and conditions of cancellation and/or termination by law. This certificate shall NOT extend coverage to any insured NOT named above by the Kentucky Associated General Contractors Self Insurers' Fund.

THIS COVERAGE HAS BEEN PLACED WITH A WORKERS' COMPENSATION SELF-INSURED GROUP WHICH IS REGULATED BY THE KENTUCKY OFFICE OF INSURANCE AND HAS RECEIVED A CERTIFICATE OF FILING FROM THE COMMONWEALTH OF KENTUCKY. CLAIMS AGAINST GROUP MEMBERS ARE COVERED BY THE SELF-INSURED GROUP INSURANCE GUARANTY ASSOCIATION, BUT ARE NOT COVERED BY THE KENTUCKY INSURANCE GUARANTY ASSOCIATION. GROUP MEMBERS SHALL BE ASSESSED IN THE EVENT OF INSOLVENCY OF THE WORKERS' COMPENSATION SELF-INSURED GROUP.

CANCELLATION

Should the above policy be cancelled before the expiration date, the insured will be issued a thirty (30) day cancellation notice. This in effect allows the insured thirty (30) days from the date of cancellation to secure coverage elsewhere.

SHOULD YOU WISH TO VERIFY THIS CERTIFICATE, PLEASE CALL THE KENTUCKY AGC/SIF AT (502) 245-2007.

Karl T. Ladegust
Administrator

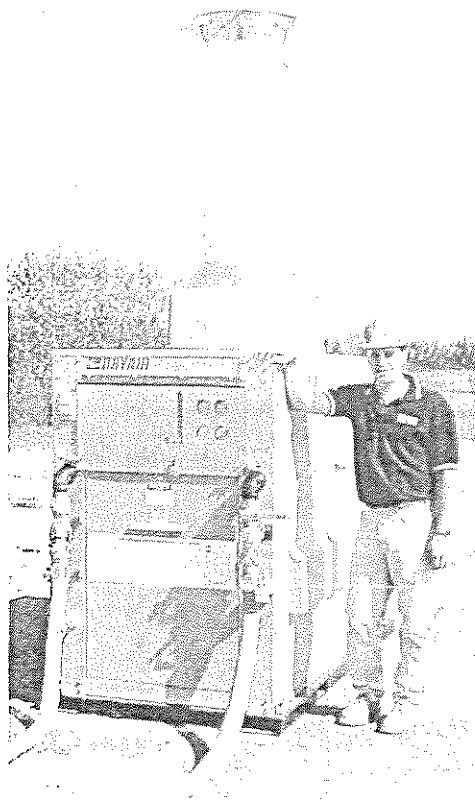
Date: 10/04/2011

Form #: UW-10 (REV. 11/03)



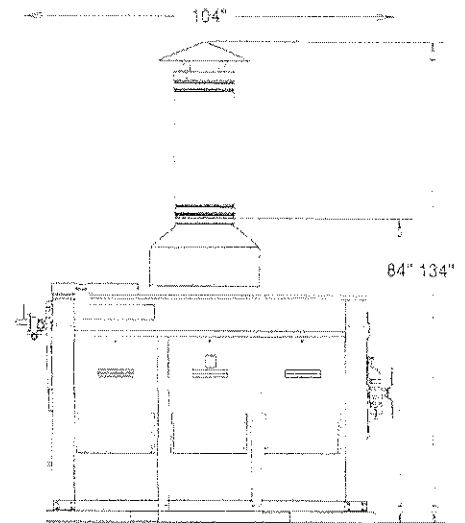
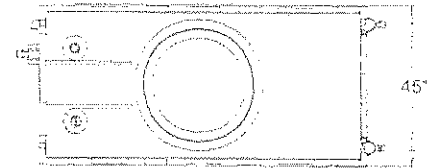
Central Heating Module

Model 2000-1200



Features:

- Propane or natural gas fuel source. Can be converted to natural gas or propane with optional conversion packages.
- Compact and portable design for easy positioning on the work site.
- Water heater has a 2-stage output allowing variable heat delivery to accommodate changing heat requirements.
- All system operation is controlled and monitored from the heat module control panel
- Temperature control and fuel usage is automatic.
- 8-light system operation feature for easy system troubleshooting.
- Fluid circulation system is low pressure and atmospherically vented. There is no chance of an explosion or line burst due to pressure build-up. No special boiler certification is required to operate the system.
- Quick-connect hose couplers, "no-drain" fluid lines and a "rapid air elimination" feature ensures quick setup-and-go operation.
- A transport trailer is available and is specifically designed to carry the Dryair 2000-1200 central heating module.



Specifications

Type Staged output, electric spark ignition
 Temperature Range..... 120°F to 200°F (49°C to 93°C)
 Fuels specs
 ...Natural gas fired
*Input capacity..... 1,233,000 BTU/H
*Output capacity 1,023,390 BTU/H
Gas pressure range ...-6" to 14" W.C.
Manifold gas pressure -3.5" to 4" W.C.
Consumption - max..... 1,233 CU.FT/H (34.9 CU.M/H)
 Propane fired
*Input capacity..... 1,134,360 BTU/H
*Output capacity..... 941,544 BTU/H
Gas pressure..... 11" W.C.
Manifold gas pressure - 10" to 11" W.C.
Consumption - max..... 12.4 US GAL/H (46.9 L/H)
 Control & monitoring..... Full gauge panel monitoring
 circulation fluid temperatures & pressures, fuel pressures
 11-light system operation feature for easy system troubleshooting.
 Weight..... 1,815 LBS. (823 KG)
 Electrical..... 115/230 V, single phase, 60 Hz, 30 Amps
 Loading - standard..... Forklift pockets on all four sides

Module fluid circulation system
 ...Basic features..... Atmospherically vented low pressure system, adjustable fluid temperature control, auto pressure by-pass for pump protection and variable flow demands, auto temperature bypass for heat exchanger protection.
 ...Heat transfer fluid (HTF) - Non-toxic propylene glycol / water mixture, freeze protected
 ...Primary lines & couplers - 2" fluid circulation lines, 2" ball valves, 2" Kamlock quick-couplers
 ...Circulation pump..... 2 HP, 80 GPM (364 LPM) @ 30 P.S.I.
 ...Lock-out..... Locks out primary "supply" & "return" fluid circulation valves and control panel
 Optional
 ...Transport trailer
 ...Skyhook frame..... Steel frame with four corner lifting eyelets, weld attach to water heater module base
 ...Gas conversion..... Propane or natural gas burner trays and gas trains

* For every 1000 ft. increase in elevation after 2000 ft, input BTU's are derate by 4%.

