

INVITATION TO BID

Bid Invitation Number: #66-2012

Date of Issue: 05/15/2012

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 **05/29/2012**. 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: 669 Byrd Thurman Drive, Lexington, KY

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

QTY	Commodity/Service
PCT	Used Oil Recycling
See specifications	

<p style="text-align: center;"><b>Check One:</b></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;"><b>Proposed Delivery:</b></p> <p><u>3</u> days after acceptance of bid.</p>
<p style="text-align: center;"><b>Procurement Card Usage</b></p> <p><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?</p> <p><input type="checkbox"/> No</p>	

Submitted by: UNIVERSAL ENVIRONMENTAL SERVICES.  
Firm  
7550 INDUSTRIAL EMPIRE DRIVE  
Address  
FLORENCE, KY 41042  
City, State & Zip

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

*James D. Mazor*  
Signature of Authorized Company Representative – Title  
JAMES D. MAZOR  
Representative's Name (Typed or printed)

404-933-0584      859-647-9193  
Area Code - Phone - Extension      Fax #

JMAZOR@UNIVERSALENVIRO.COM  
E-Mail Address

AFFIDAVIT

Comes the Affiant, James D. Mazor, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is JAMES D. MAZOR and he/she is the individual submitting the bid or is the authorized representative of UNIVERSAL ENVIRONMENTAL SERVICES

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 Boone

The foregoing instrument was subscribed, sworn to and acknowledged before me by Debbie L Collins on this the 22 day of MAY, 2012.

My Commission expires: 9/9/14  
JD# 427633

Debbie L Collins  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes  No

## II. Bid Conditions

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

**"Bid on #66-2012 Used Oil Recycling"**

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (Space Checked Applies)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



## EQUAL OPPORTUNITY AGREEMENT

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### 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

UNIVERSAL ENVIRONMENTAL SERVICES  
Name of Business

COMPLY  
YES/NO

**1.0 SCOPE OF BID**

**USED OIL RECYCLING**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**1.1** The Lexington-Fayette Urban County Government is accepting bids for the purpose of establishing a price contract for the pickup, transportation, and recycling of used oil generated during vehicle and equipment maintenance at various LFUCG locations. The LFUCG believes that this used oil has monetary value and vendors should specify the amount they will remit to the LFUCG for each gallon of used oil collected when responding to this bid (if any). The LFUCG also wishes to solicit prices from vendors

for transporting and recycling (gravity drained) used oil filters as scrap metal; however the recycling of used oil filters is an optional item that will be undertaken solely at the discretion of the LFUCG.

**1.2** For the purpose of this bid invitation, acceptable recycling methods for used oil include: (1) rerefining (using as a base stock for new lubricating oil); (2) slipstreaming (introducing small amounts into the refining process); (3) processing (removing contaminants so it can be used as fuel); (4) direct burning (using the oil to generate heat or power industrial operations) and; (5) using as a supplemental diesel fuel.

**1.3** Used oil is regulated by the federal EPA under Part 279 of Title 40 of the Code of Federal Regulations and by corresponding state regulations. The winning vendor will be required to manage the used oil collected from the LFUCG in accordance with these regulations as well as in accordance with Department of Transportation regulations and all other applicable laws and regulations.

**2.0 Contractor Responsibilities:**

**2.1** Provide timely collection (pick up) of used oil from LFUCG locations including (but not limited to) Fleet Services located at 669 Byrd Thurman Drive, the West Hickman Sewage Treatment Plant located at 645 West Hickman Plant Road, Fire Station #1 located at 219 East Third Street, Kearney Hill Links Golf Course at 3403 Kearney Road, and Tates Creek Golf Course located at 1400 Gainesway Drive. Collection shall be conducted as needed. Actual pick up

schedule to be determined by LFUCG based on storage capacity and other considerations. In the case of Fleet Services, the contractor should plan on picking up used oil from this location weekly due to the quantity of oil generated at this location.

- 2.2 Provide containers for storage of oil filters at Fleet Services, Fire Station #1 and Kearney Hill Links for the duration of the contract. Containers shall be clearly labeled, leak-proof, and constructed in such a way that precipitation does not enter the container. Vendor shall describe the containers they will provide when responding to this bid (if applicable). Additionally, vendors should identify any special requirements concerning oil filters that the LFUCG may need to meet such as crushing filters, etc when responding to this bid.
- 2.3 Prepare and submit written summary to LFUCG identifying the quantities of used oil and used oil filters (if applicable) picked up and recycled as well as the amount of funds remitted to the LFUCG. This summary shall be submitted within one month of the used oil being picked up by the vendor.
- 2.4 Provide documentation on the transport and final disposition of the used oil (and used oil filters if applicable) managed under this program to Lexington-Fayette Urban County Government along with names, addresses, certifications, licenses, and permits of facilities providing recycling services.
- 2.5 Provide copies of certifications and licenses required for the entities transporting the used oil as required by Department of Transportation regulations.
- 2.6 Be fully responsible for providing Worker's Compensation, Commercial General Liability, Pollution Liability, and Automotive Liability coverage as per the attached (see enclosed insurance requirements).
- 2.7 All unit prices shall include:
- 2.8 Pickup from LFUCG facilities, transport to receiving facilities, handling, administrative and recycling costs.
- 2.9 Any safety equipment required (example goggles, gloves etc) to allow the contractor's employees to perform their duties/responsibilities in a safe manner.

2.10 Be responsible for all aspects of spillage that occur during pick-up and during transportation.

2.11 When applicable, provide manifests for shipment of used oil as required by EPA and DOT regulations.

**3.0 Lexington-Fayette Urban County Government Responsibilities:**

3.1 Store the used oil (and used oil filters if applicable) pending vendor pick up.

3.2 Ensure the used oil is not contaminated with water and other materials that would prohibit the oil from being recycled.

3.3 Sign required shipping manifests as the "Generator."

3.4 Gravity drain and physically crush used oil filters to minimize the amount of free liquids (oil) contained in the filters prior to contractor pick up.

3.5 Estimated quantities to be picked up on an annual basis are listed below. These quantities are in no way guaranteed; they are merely to assist with pricing.

Location	Estimated Annual Used Oil Quantities	Estimated Annual Used Oil Filter Quantities
Fleet Service	11,500 gallons	2,500 (crushed)
West Hickman Treatment Plant	600 gallons	none
Fire Station #1	2400 gallons	300 (crushed)
Kearney Hill Links	60 gallons	240
Tates Creek Golf Course	240 gallons	none

3.6 **PRICING**

Description	Amount to be remitted to LFUCG
Used oil	\$ <i>1.40</i> per gallon

3.7 **FILTERS**

<b>USED OIL FILTER RECYCLING PRICING SECTION</b>	
Description	Amount to be paid to vendor
Used oil filter recycling	\$ <i>0.00</i> per 55 gallon drum

**SPECIAL NOTE TO BIDDER**

3.8 **Additional Required Information**

3.9 The LFUCG used oil recycling program has been designed and implemented to comply with existing environmental regulations, minimize LFUCG potential environmental liabilities, and allow the LFUCG to manage used oil in a manner that is protective of the environment. Bidders must identify how the used oil (and used oil filters if applicable) will be managed. Bidders must also identify any current or past violations of environmental regulations by the receiving facilities. Finally, bidders must indicate the type and extent of environmental contamination known to be present at the receiving facilities. If the receiving facilities are not in substantive compliance with environmental laws and regulations or if environmental contamination is present at the receiving facilities,

the bidder may be disqualified at the discretion of the LFUCG.

### **3.10 Suspension of Work**

3.11 Lexington-Fayette Urban County Government reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City of Lexington. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

3.12 The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractors' expense. Contractor shall adhere to applicable safety requirements of the LFUCG.

## **RISK MANAGEMENT PROVISIONS USED OIL RECYCLING**

### **4.0 GENERAL**

4.1 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.**

### **4.2 INDEMNITY**

4.3 CONTRACTOR agrees to defend, indemnify, and hold harmless OWNER from any and all losses or claims of whatever kind 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 the execution, performance or breach of this Contract by CONTRACTOR

including out of any environmental problems, including, without limitation, soil and/or water contamination, and, remedial investigations and feasibility studies thereof. This indemnity agreement shall survive the termination of this contract.

**4.4 For purposes of this Indemnity Provision:**

**A. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for and defending claims, at CONTRACTOR'S expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld.**

**B. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies and other causes of action of whatever kind.**

**C. The word "losses" includes, but is not limited to, claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses that arise or are incurred as a result of personal injury, bodily injury or death or property damage, and liability arising under the comprehensive Environmental Response compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), or any Federal, State or Local law, regulation or ordinance.**

**4.5 Blasting Shall Not Be Permitted**

**4.6 Prior to and including the contract commencement date, OWNER shall have the right to examine and inspect the job sites, at any time during reasonable business hours. OWNER reserves the right to have its own engineers inspect the job sites for environmental compliance, but such right shall in no event relieve CONTRACTOR of its obligations hereunder necessary to ensure that any soil and/or water contamination is completely removed.**

**5.0 FINANCIAL RESPONSIBILITY**

**5.1 The CONTRACTOR understands and agrees that the CONTRACTOR shall, prior to final acceptance of the CONTRACTOR'S bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.**

**6.0 INSURANCE REQUIREMENTS**

**6.1 BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST 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.**

6.2 Required Insurance Coverages

6.3 CONTRACTOR shall procure and maintain for the duration of the Contract insurance 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 the CONTRACTOR. The cost of such insurance shall be included in the CONTRACTOR'S bid, and shall include as a minimum the following:

6.4 Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (10/01) with:

- A. Combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage.
- B. Products-Completed Operations coverage should be included.
- C. Endorsements naming as additional insureds "The Lexington Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."
- D. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, return receipt requested to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507.

6.5 Pollution Liability Insurance as required by the Kentucky Revised Statutes, but in no event less than \$2,000,000 per occurrence.

6.6 Comprehensive Automobile Liability Insurance providing coverage at least as broad as Insurance Service Office Form Number CA 0001 (10/01), code 1 "any auto" with:

- A. Limits not less than \$1,000,000.



B. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."

C. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507.

6.7 Worker's Compensation Insurance as required by the Kentucky Revised Statutes, and Employer Liability Coverage equal to \$1,000,000 with:

6.8 Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior notice by certified mail, return receipt requested to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507.

6.9 Acceptability of Insurers

Insurance is to be placed with insurers with a rating classification of no less than Excellent (A or better) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

6.10 Verification of Coverage and Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, at the Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507 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.

6.11 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, SUITE 925, 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 retention 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 retention must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverages. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retention, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- A. CONTRACTOR's latest audited financial statement, including auditor's notes;
- B. Any records of any self-insured trust fund plan or policy related accounting statements;
- C. Actuarial funding reports or retained losses;
- D. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program;
- E. A claim loss run summary for the previous five (5) years.
- F. Self Insured Associations will be considered.

#### 6.12 Verification of Coverage

Prior to signing of contract, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance. Within thirty (30) days following signing of Contract, CONTRACTOR shall provide OWNER copies of all bonds, and make available for review upon request any insurance policies, including all endorsements.

#### 6.13 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

in addition to any other proof of insurance required to obtain a license to perform the job stated herein.

#### **7.0 SAFETY AND LOSS CONTROL**

7.1 CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, PL 91-596 and amended by PL-101-552 Section 3101 and all other federal, state and local safety health, sanitation and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

7.2 The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.

7.3 The CONTRACTOR understands and agrees that the OWNER shall be permitted but not obligated, to inspect the work place, operations, *machinery and equipment involved in this contract* and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

7.4 The CONTRACTOR agrees to provide any and all safety documents, procedures, and/or programs for inspection by the Safety and Loss Control Section, if requested, and correct any deficiencies. Prior to beginning any work, CONTRACTOR will provide a complete listing of all chemicals reasonably expected to be used and their MATERIAL SAFETY DATA Sheets (MSDS), and if required, an emergency plan.

#### **8.0 DEFINITION OF DEFAULT**

8.1 CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect as 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, or suspending or terminating this Contract.

**9.0 Inquiries**

For questions regarding these specifications, please contact Tom Webb, Department for Environmental Quality, at 859-425-2808. For questions regarding bidding instructions, contact Brian Marcum, Director, Division of Central Purchasing at 859-258-3320.

**10.0 EXCEPTIONS**

10.1 All exceptions shall be listed on exception page. Indicate yes/no, paragraph number, and exception. Exception page is only exception explanation that will be accepted.

**EXCEPTION PAGE**

<b>COMPLY YES/NO</b>	<b>PARAGRAPH NUMBER</b>	<b>EXCEPTION</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/05/2012

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

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

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-476-2211      FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Universal Environmental Services, LLC 411 Dividend Drive Peachtree City, GA 30269	<b>INSURER A:</b> Starr Indemnity and Liability Co.	
	<b>INSURER B:</b> Berkshire Hathaway Homestate Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** MZDVCSTY      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SLSLEIL72023712	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Pollution Liab. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY:</b> <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			SISIPCA08223812	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Power/Unit Comp/Coll Ded 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			SLSLXNV73017512	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	GAW002336	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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)  
 Insurance Verification Only.

**CERTIFICATE HOLDER**      **CANCELLATION**

Universal Environmental Services, LLC 411 Dividend Drive Peachtree City, GA 30269	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 