

INVITATION TO BID

Bid Invitation Number: 107-2012

Date of Issue: 07/19/12

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until 2:00 PM, prevailing local time on 08/03/2012. 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, Room 338
Lexington, KY 40507, (859) 258-3320

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

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

Bids are to include all shipping costs to the point of delivery located at: see specifications

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


Quantity	Commodity/Service
PCT	Pump and Haul Services for DWQ
	See lease and pricing sheet below

<p style="text-align: center;"><u>Check One:</u></p> <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p style="text-align: center;">1 days after acceptance of bid.</p>
<p><u>Procurement Card Usage</u></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? <input type="checkbox"/> No	

Submitted by:

MARTIN'S SANITATION SERVICE, INC.
Firm
PO BOX 5343 1020 WES LEE DRIVE
Address
PARIS, KY 40362
City, State & Zip

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

, PRESIDENT
Signature of Authorized Company Representative - Title
MIKE THORNTON
Representative's Name (Typed or printed)

(859) 987-2529 (859) 987-2583
Area Code - Phone - Extension Fax #

MTHORNTON@MARTINS-SERVICES.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, MIKE THORNTON, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is MIKE THORNTON and he/she is the individual submitting the bid or is the authorized representative of MARTIN'S SANITATION SERVICE, INC.

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 Barren

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mike Thornton on this the 31st day of July, 2012.

My Commission expires: 7/11/13


NOTARY PUBLIC, STATE AT LARGE
ID# 399676

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 #107-2012 Pump and Haul Services for DWO"

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 N/A 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 3 (1) year renewals 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)
- 0 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.
- (XXX) 2. Requests for price changes will only be allowed at the time of contract renewal. Requests 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.
- 0 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

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

MARTIN'S SANITATION SERVICES, INC.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: MARTIN'S SANITATION SERVICE, INC. Date: 8 / 1 / 2012

Categories	Total		White		Latino		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1	
Professionals												
Superintendents												
Supervisors	1		1								1	
Foremen	1		1								1	
Technicians	4		4								4	
Protective Service												
Para-Professionals												
Office/Clerical	2			2								2
Skilled Craft	1			1								1
Service/Maintenance	1		1								1	
Total:	11		9	3							9	3

Prepared by: MIKE THORNTON PRESIDENT
Name & Title

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

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

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

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

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

Lexington-Fayette Urban County Government
MBE/WBE Participation Goals

PART 1 - GENERAL

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

PART 2 - PROCEDURES

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

PART 3 - DEFINITIONS

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

PART 4 - OBLIGATION OF BIDDER

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

PART 5 - DOCUMENTATION REQUIRED

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

LFUCG—Economic Engine Listings
Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—
Tyrone Tyra, Minority Business Development
tyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council
Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council
Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

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

Shiree Mack
smack@uky.edu

Community Ventures Corporation
James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation
Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

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

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council
Rea Waldon
rwaldon@ocul.org
513-487-6534

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

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

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 107-2012

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

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

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

MARTIN'S SALVATION SERVICE, INC. By MIKE THORNTON
 Company Date 8/1/2012 Title PRESIDENT

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 107-2012

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

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.		<u>NONE</u>			
3.					
4.					

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

MARTIN'S SANITATION SERVICE, INC 8/1/2012
 Company Date

MIKE THORNTON PRESIDENT
 Company Representative Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 107-2012

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

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

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

None

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

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

MARTIN'S SANITATION SERVICE, INC.

Company

8/1/2012

Date

MIKE THORNTON

Company Representative

President

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
			None				

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

MARTIN'S SANITATION SERVICES, INC [Signature]
 Company Company Representative

8/1/2012 ASSISTANT
 Date Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 107-2012

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

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

KENTUCKY.GOV DOWNLOAD COMPLETE LIST OF ALL
MWBE CERTIFIED BUSINESS. NO MATCH FOR PROJECT 107-2012

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

MARTIN'S SANITATION SERVICE INC MIKE THORNTON
Company Company Representative

8/1/2012 PRESIDENT
Date Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #107-2012 – Pump & Haul Services for DWQ

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor. 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
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobiles Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products liability endorsement unless deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK**

MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

**PUMP AND HAUL SERVICES PROGRAM
TECHNICAL SPECIFICATIONS
INDEX**

SECTION 1	GENERAL SCOPE AND SPECIAL PROVISIONS	TS-2 – TS-7
SECTION 2	PUMP AND HAUL SERVICES	TS-8 – TS-10
SECTION 3	BID SCHEDULE DESCRIPTIONS	TS-11
SECTION 4	BASIS OF MEASUREMENT AND PAYMENT	TS-12
SECTION 5	SEWAGE SPILL PROCEDURES	TS-13 – TS-14
	BID SCHEDULE	TS-15
APPENDIX A	PUMP STATION HAULING ROUTE MAPS	TS-16

TECHNICAL SPECIFICATIONS
SECTION 1
GENERAL SCOPE & SPECIAL PROVISIONS

The Lexington Fayette Urban County Government (LFUCG) is accepting proposals from Contractors / Vendors (Haulers) to provide Pump and Haul Services of wastewater for select LFUCG pump stations on an as-needed basis.

LFUCG provides wastewater collection and conveyance services to the general LFUCG Urban Services Area (USA), as well as limited areas outside the USA. LFUCG has established operational procedures for the continued operation of its wastewater pump stations during periods of power outages or extensive equipment failures. LFUCG's operational procedures identified fourteen (14) wastewater pump stations that will be required to be pumped, hauled, and re-deposited in another location within LFUCG's wastewater collection system, as well as limited areas of the collection system outside the LFUCG's urban services area, during periods of power outages or equipment failures. Each cycle of pumping, hauling, and redepositing is referred to as a "haul cycle."

1.01 GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS CONTRACT:

- A. The purpose of this section is to define the pump and haul methods to allow continual operation of LFUCG's wastewater collection system during periods of power outages or equipment failures.
- B. The Hauler shall be required to furnish all materials, labor, and equipment, for pumping wastewater from select pump stations, hauling the wastewater to a specific location, and re-depositing the wastewater back into the collection system. The operation, in its entirety, shall be the sole responsibility of the Hauler.
- C. These Contract Documents are intended to provide the basis for proper completion of the pump and haul services for the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of these services shall be included.
- D. The pump and haul services may either be on an emergency basis, requiring immediate response; or may be scheduled in advance.
- E. LFUCG will be represented by a representative of the Division of Water Quality (DWQ) including the Wastewater Collection and Conveyance Manager, the Pump Station Maintenance Supervisor, the Municipal Engineer Senior, the Sewer Line Maintenance Superintendent, the Construction Manager, or designated representative (Engineer or On-Site Supervisor). said representative shall be authorized to initiate, terminate, and/or oversee services under this Contract.
- F. Table 1 provides a summary of the LFUCG pump stations that will be pumped and hauled during periods of power outages or equipment failures. Two hauling frequencies were identified for each of the pump stations. Hauling Frequency #1 shall be used during periods of wet weather and Hauling Frequency #2 shall be used during periods of dry

weather. The LFUCG representative shall determine which hauling frequency shall be used for a particular power outage.

- G. Appendix A includes maps which depict the locations of the pump stations and discharge manholes, as well as the specified route to be used by the Hauler during performance of the haul cycle.
- H. Continuous Operation: The existing system must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The Hauler is responsible not to deactivate or interfere with any system component required for continuous operation. The Hauler shall be responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that causes the facility/facilities to operate in an illegal manner or fail to operate in a legal manner.

Table 1.

Station Name	Pump Station Address	Discharge MH #	Discharge MH Location	Hauling Frequency #1 (hr)	Hauling Frequency #2 (hr)
Armory	4309 Airport Rd	PS BGF	Blue Grass Field	12.0	24.0
Baker Court	1331 Baker Ct	TB1 7A	Baumann Rd	2.0	4.0
Blue Sky	307 Cutter's Hill Ct	BC1 3	Blue Sky Parkway	1.0	4.0
Clays Mill	3330 Clays Mill Rd	SE7 296A	Keithshire Way	0.5	0.5
Fincastle	1711 Clays Spring Ln	WH7 445	Culpepper Rd	12.0	12.0
Georgetown Fire	1136 Finney Dr	TB1 375	Lima Dr	2.0	6.0
Grinder	4260 Airport Rd	PS BGF	Blue Grass Field	0.5	2.0
Landfill #1	1765 Old Frankfort Pike	SLM	Adjacent to SLM Dump Pad	0.5	0.5
Landfill #2	1631 Old Frankfort Pike	SLM	Adjacent to SLM Dump Pad	0.5	0.5
Lexingtonian Estates	3300 Versailles Rd	WR2 146B	Blue Grass Field	24.0	24.0
Liberty Road	2101 Liberty Rd	NE4 236	Haddon Dr.	1.0	3.0
Loudon Avenue	682 E. Loudon Ave	CR6 134A	Shelby St	2.0	6.0
New Cisco Road	109 Cisco Rd	SLM	Adjacent to SLM Dump Pad	2.0	2.0
Pizza Hut	2920 Tates Creek Rd	WH3 84A	Tates Creek Rd	6.0	6.0

1.02 SCOPE OF WORK:

This Contract provides for the following pump and haul services:

- A. Emergency Services – Hauler shall provide pump and haul services on an emergency basis upon telephonic notification by an LFUCG representative as defined in paragraph 1.01.D. Generally, upon notification of a power outage event a LFUCG representative will notify Hauler with a list of pump station(s) which will require pump and haul services. Within 60 minutes, the Hauler shall initiate the pump and haul services at the identified pump station(s). In the event multiple pump stations are identified, Hauler shall initiate the pump and haul services at the pump station with the shortest haul

frequency. Hauler shall continue with the haul cycles until notified to terminate services by an LFUCG representative.

- B. Scheduled (Non-Emergency) Services – Hauler shall provide pump and haul services on a scheduled basis upon notification by an LFUCG representative as defined in paragraph 1.01.D. Generally, an LFUCG representative will notify Hauler 48 hours prior to a scheduled pump station outage with a list of the pump station(s) which will require pump and haul services. The Hauler shall initiate the pump and haul services at the identified pump station(s). Hauler shall continue with the haul cycles until notified to terminate services by an LFUCG representative.

1.03 GENERAL CONDITIONS:

- A. The scope of the pump and haul services described in this Specification does not guarantee the amount of work or quantities of work to be performed.
- B. LFUCG reserves the right to perform some or all of the pump and haul services with LFUCG staff and equipment.
- C. LFUCG may add or remove pump stations from the list shown on Table 1 at any time during the term of this Contract by notifying Hauler of said changes.
- D. At the discretion of LFUCG, the pump and haul services to be performed under this Contract may be awarded to multiple Haulers.
- E. Payment for services provided on this Contract shall be on an hourly basis. In addition, the Hauler shall provide mileage information for the vehicles and equipment used on the invoice.
- F. Hauling equipment must be self loading, (i.e. vacuum/pump) with a minimum hauling capacity of 1,800 gallons.
- G. The Hauler is responsible for providing all tools and equipment (i.e. suction hoses, manhole hooks, and traffic control devices) necessary to perform the work described.
- H. Hauler is responsible for traffic control and site safety at both pumping and discharge locations.
- I. Each Hauler must specify in their bid the number of pump and haul units and capacities they would have available at any giving time.
- J. LFUCG inspectors shall monitor the work performed by Hauler.
- K. Hauler shall provide identification cards identifying them as a Hauler for LFUCG.
- L. LFUCG shall provide the Hauler with an Authorization form to allow the discharge of sewage into LFUCG manhole. (see paragraph 1.12)

1.04 DESIGNATION OF PARTIES:

All references in the Specifications and Contract Documents to "Owner" shall mean the Lexington-Fayette Urban County Government (LFUCG); all references to "Engineer" shall mean the LFUCG Division of Water Quality (DWQ) or authorized representative.

1.05 ACCESS TO AND INSPECTION OF WORK:

Along with the Owner's representatives, representatives of the Kentucky Department of Health, the Environmental and Public Protection Cabinet (EPPC) of the Commonwealth of Kentucky,

and the local public health agencies shall at all times have full access to the pump and haul sites for inspection of the work accomplished under this Contract. The Hauler shall provide proper facilities for such access and inspection.

1.06 UTILITIES REQUIRED BY CONTRACTOR:

All water, electric current and/or utility service required by the Hauler in performance of these services shall be furnished at his own expense.

1.07 WORK ON PRIVATE PROPERTY:

- A. Private property is defined as property other than that belonging to the Owner. Highway and railroad rights-of-way, public parks, schoolyards, and other such properties shall be considered public access areas for the purpose of this paragraph.
- B. In connection with this Contract, the Hauler shall confine his equipment and operations of his workmen to public access areas and rights-of-way provided by the Owner (including the airport property as specified), and shall take every precaution to avoid damage to the buildings, grounds, and facilities of the owners of private property. The Hauler shall be responsible for any damages to public and/or private property resulting from any work under this Contract. Other responsibilities involving access to work shall be as provided for in the General Conditions.
- C. Fences, walls, hedges, shrubs, i.e. any and all landscaping etc., shall be carefully, preserved, and or replaced if damaged when work is completed. Grassed areas, if damaged, shall be graded, fertilized, and sodded when work is completed.

1.08 RIGHT-OF-WAY REQUIREMENTS:

It shall be the Haulers responsibility to notify the LFUCG Police Department's Safety Officer (859) 258-3600 prior to performing any work, which might interfere with traffic or compromise the public welfare or safety. The Hauler shall also be responsible for notifying the Division of Public Information and the Division of Traffic Engineering of any roadway blockages or traffic delays. Access to all existing subdivisions and private residences shall also be maintained unless otherwise directed.

1.09 MAINTENANCE RECORDS:

The Hauler shall keep accurate records on the provided pump and haul services. A qualified representative of the Hauler shall document all services in a service logbook. Entries and notations shall be made in a neat and legible manner, and these logs delivered to the Owner upon completion of the services. Approval for payment may be contingent upon compliance with this provision.

1.10 COMPLIANCE WITH SAFETY REGULATIONS:

The equipment items furnished shall comply with all governing federal and state laws regarding safety, including all requirements of the Occupation and Safety Act of 1970 (OSHA). It shall be

the Hauler's responsibility to provide signs, traffic control devices, and obtain any required permits throughout the duration of this Contract and is to be included in the cost of work to be done. Hauler shall abide by county and state regulations governing utility work. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control devices for Streets and Highways.

1.11 IDENTIFICATION REQUIREMENTS

- A. The Hauler shall be required to have workers and all equipment clearly identified.
- B. It shall be the Hauler's responsibility to provide identification (ID) cards for all employees. The ID cards must have a photo of the employee, the company name, emergency phone number and Contract expiration date. The ID cards shall be exposed at all times.
- C. All company equipment and vehicles shall have the company name and an emergency number clearly displayed.

1.12 EMERGENCIES:

The Hauler shall provide the Engineer with an emergency telephone number where he or his representative may be reached on a twenty-four (24) hour, daily basis.

1.13 COMMUNICATIONS:

- A. The Hauler shall provide, for the duration of the Contract, for the Engineer and/or the Owner's representative(s) a means of direct communication acceptable to the Engineer. This shall be in the form of a cell phone. The form of communication and pertinent information related to the cell phone must be provided to the Engineer and/or the Owner prior to initiation of the pump and haul services.
- B. The Owner will provide the Hauler with the Pump Station Supervisors cell phone number, as well as an on call list for after regular work hours in case of an emergency and/or if assistance is needed from the LFUCG on call personal.

1.14 DAILY CLEAN UP:

At the end of each pump and haul service event, the Hauler shall ensure that the individual work sites where he has performed services are free of trash and miscellaneous debris, as directed by the Engineer. Any wastewater spills shall be reported and cleaned in accordance with Section 5.

1.15 FEDERAL, STATE, AND LOCAL LAWS:

Hauler shall procure all necessary permits and/or certifications to provide the pump and haul services. Further, it shall be the Hauler's responsibility to research, understand, and comply with all federal, state, and local laws, codes, regulations, ordinances, etc., which relate to performing the work as described within this Contract.

1.16 LOCATION OF WORK SITES:

In general, the work sites contained in this Contract, as shown on the attached maps in Appendix A, are separated by moderate to large distances. It shall be the Hauler's responsibility to locate all work sites, including pump stations and individual manholes. Generally, an LFUCG representative will allow initial entry at pump station sites for pump and haul service events. The Hauler shall verify his locations with the Engineer prior to commencement of any work.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 2
PUMP AND HAUL SERVICES

2.01 GENERAL INFORMATION:

The intent of this Pump and Haul Services Contract is to ensure untreated wastewater is not released from the LFUCG wastewater collection system during periods of power outages or equipment failures. Therefore, if the Hauler determines that increased hauling frequency is required, Hauler shall immediately notify the LFUCG representative. However, in no case shall the Hauler knowingly allow wastewater to be released from the wastewater collection system regardless of the specified haul frequency. Any wastewater releases or spills shall be reported and cleaned in accordance with Section 5.

2.02 DETAILED SERVICE DESCRIPTIONS:

The designated pump stations shall be pumped and hauled in accordance with the following detailed service descriptions:

- A. **Armory Pump Station** – The Armory Pump Station is located at 4309 Airport Road. The wastewater in the Armory Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a private manhole along Airport Road at the Blue Grass Airport. The haul cycle for Haul Frequency #1 shall be once every 12 hours. The haul cycle for Haul Frequency #2 shall be once every 24 hours.
- B. **Baker Court Pump Station** – The Baker Court Pump Station is located at 1331 Baker Court. The wastewater in the Baker Court Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into MH # TBI_7A located on Baumann Road. The haul cycle for Haul Frequency #1 shall be once every 2 hours. The haul cycle for Haul Frequency #2 shall be once every 4 hours.
- C. **Blue Sky Pump Station** – The Blue Sky Pump Station is located at 307 Cutters Hill Court. The wastewater in the Bluesky Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into MH # BCI_3 located on Blue Sky Parkway. The haul cycle for Haul Frequency #1 shall be once every 1 hour. The haul cycle for Haul Frequency #2 shall be once every 4 hours.
- D. **Clays Mill Pump Station** – The Clays Mill Pump Station is located at 3330 Clays Mill Road. The wastewater in the Clays Mill Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into MH # SE7_296A on Keithshire Way. The haul cycle for both Haul Frequency #1 and #2 shall be once every 30 minutes.
- E. **Fincastle Pump Station** – The Fincastle Pump Station is located at 1711 Clays Spring Lane. The Hauler shall back down the driveway at 1707 Clays Spring Lane using care as to not damage the trees and shrubbery. Hauler shall provide approximately 100' ft of suction hose to reach the station. The wastewater in the Fincastle Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into MH # WH7_445 on Culpepper Road. The haul cycle for both Haul Frequency #1 and #2 shall be once every 12 hours.

- F. **Georgetown Fire Pump Station** -- The Georgetown Fire Pump Station is located at 1136 Finney Dr. The wastewater in the Georgetown Fire Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into MH # TB1_375 on Lima Drive. The haul cycle for Haul Frequency #1 shall be once every 2 hours. The haul cycle for Haul Frequency #2 shall also be once every 6 hours.
- G. **Grinder Pump Station** -- The Grinder Pump Station is located at 4260 Airport Road. The Hauler shall back into the station using care to stay on the gravel road. The wastewater in the Grinder Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a private manhole along Airport Road at the Blue Grass Airport. The haul cycle for Haul Frequency #1 shall be once every 30 minutes. The haul cycle for Haul Frequency #2 shall be once every 2 hours.
- H. **Landfill #1 Pump Station** -- The Landfill #1 Pump Station is located at 1765 Old Frankfort Pike. The wastewater in the Landfill #1 Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a manhole adjacent to the dump pad at Sewer Line Maintenance, Lisle Industrial Road. Hauler shall coordinate access to the discharge location with the Owner's representative. The haul cycle for both Haul Frequency #1 and #2 shall be once every 30 minutes.
- I. **Landfill #2 Pump Station** -- The Landfill #1 Pump Station is located at 1631 Old Frankfort Pike. The wastewater in the Landfill #2 Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a manhole adjacent to the dump pad at Sewer Line Maintenance, Lisle Industrial Road. Hauler shall coordinate access to the discharge location with the Owner's representative. The haul cycle for both Haul Frequency #1 and #2 shall be once every 30 minutes.
- J. **Lexingtonian Estates Pump Station** -- The Lexingtonian Estates Pump Station is located at 3300 Versailles Road. The Hauler shall back in from Versailles Road using care to stay on the blacktop drive. The wastewater in the Lexingtonian Estates Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a private manhole along Airport Road at the Blue Grass Airport. The haul cycle for both Haul Frequency #1 and #2 shall be once every 24 hours.
- K. **Liberty Road Pump Station** -- The Liberty Road Pump Station is located at 2101 Liberty Road. The wastewater in the Liberty Road Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into MH # NE4_236 on Bladdon Drive. The haul cycle for Haul Frequency #1 shall be once every 1 hour. The haul cycle for Haul Frequency #2 shall be once every 3 hours.
- L. **Loudon Avenue Pump Station** -- The Loudon Avenue Pump Station is located at 682 E. Loudon Avenue. The Hauler shall back in from E. Loudon Avenue using care to stay on the blacktop drive. The wastewater in the Loudon Avenue Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into MH # CR6_134A on Shelby Street. The haul cycle for Haul Frequency #1 shall be once every 2 hours. The haul cycle for Haul Frequency #2 shall be once every 6 hours.
- M. **New Cisco Road Pump Station** -- The New Cisco Road Pump Station is located at 109 Cisco Road. The wastewater in the New Cisco Road Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a manhole adjacent to the dump pad at Sewer Line Maintenance on Lisle Industrial Road. Hauler shall coordinate

access to the discharge location with the Owner's representative. The haul cycle for both Haul Frequency #1 and #2 shall be once every 2 hours.

- N. **Pizza Hut Pump Station** – The Pizza Hut Pump Station is located at 2920 Tates Creek Road. The wastewater in the Pizza Hut Pump Station shall be pumped, hauled using the specified route, and re-deposited into MH # WH3_84A on Tates Creek Road. The haul cycle for both Haul Frequency #1 and #2 shall be once every 6 hours.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 3
BID SCHEDULE DESCRIPTION

3.01 GENERAL:

Payment will be based on the unit prices shown in the Bid Schedule.

3.02 PURPOSE:

The purpose of this section is to describe the required components of the Bid Schedule.

3.03 PUMP AND HAUL SERVICES:

- A. Emergency Services – Hauler shall provide an hourly rate for pump and haul services on a twenty-four (24) hour emergency basis.
- B. Scheduled (Non-Emergency) Services – Hauler shall provide an hourly rate for pump and haul services on a scheduled basis.

3.04 EQUIPMENT:

The Hauler shall provide, along with its bid, the capacities (in gallons) for each haul unit to be utilized during the performance of the pump and haul services under this Contract.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 4
BASIS OF MEASUREMENT AND PAYMENT

4.01 SCOPE:

- A. The Hauler shall furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service, other necessary supplies, and perform any work without additional compensation, except where specifically set out in these Specifications, at the not-to-exceed unit prices.
- B. It shall be the Hauler's responsibility to provide signs, traffic control devices during the performance of providing pump and haul services and is to be included in the cost of work to be done.
- C. It shall be the Haulers responsibility to repair any damage to public and/or private property caused by the Hauler and said repairs shall be included and are not a separate pay item.
- D. All pump and haul services shall be on an hourly basis. Billing of services shall begin at the initial telephonic contact from an LFUCG representative and shall cease 30 minutes after said services are terminated by an LFUCG representative. For each pump and haul service event initiated by a telephonic contact from an LFUCG representative, Hauler shall be allowed to bill a 2 hour minimum charge.
- E. This Section (Section 4) describes measurements and payments of bid items only. For detailed specifications refer to appropriate Sections of the Technical Specifications.

4.02 PUMP AND HAUL SERVICES:

- A. Emergency Services – Hauler shall provide an hourly rate for pump and haul services on an emergency basis.
- B. Scheduled (Non-Emergency) Services – Hauler shall provide an hourly rate for pump and haul services on a scheduled basis.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 5
SEWAGE SPILL PROCEDURES

5.01 SEWAGE SPILL PROCEDURES:

The following list is a chronological checklist of things that need to be completed when experiencing a sewage overflow or spill. Understand that this checklist is intended only to provide minimal procedures for a general sanitary sewer overflow occurrence. Each overflow occurrence is situation-dependant and more steps may need to be added to ensure proper cleanup.

1. Immediately call Environmental Response Team (ERT), Pump Station Supervisor, Collection and Conveyance Manager (CCM), Fire Non-Emergency Dispatch, Health Department, and Kentucky Division of Water (KDOW):
 - **ERT:** 1 (800) 928-2380 or (502) 564-2380 – ERT will assign an Incident Number that you will need to write down)
 - **Pump Station Supervisor:** Dallas Taylor – (859) 425-2431 or (859) 621-7754 (cell)
 - **CCM:** Rod Chervus – (859) 425-2408 or (859) 983-8402 (cell)
 - **Health Department Officer:** (859) 335-7071 – You will need to report the following regarding the incident:
 - Estimated spill volume (in gallons)
 - Time of the spill and duration
 - Location (street address)
2. The Environmental and Public Protection Cabinet (EPPC) of the Commonwealth of Kentucky must be notified via email within 24 - 48 hours. Be sure to include the Incident Number Electronic Submittal address is: <https://dep.gateway.kygov/eportal/default.aspx>.
3. Immediate notification of the situation to Fire Non-Emergency Dispatch at (859) 231-5600 to notify the Haz Mat Platoon Leader for Unit 220 there is a sewer bypass that “may” present an environmental hazard, and that DWO is handing or DWO needs help from Haz Mat.
4. Immediately contain the overflow and prevent untreated sewage from entering waterways (i.e. creeks, rivers, lakes, stormwater system, etc.) by building a temporary barrier or containment using sandbags, soil, metal or wood curbing, etc.
5. Remove sewage from containment area. This can be done numerous ways, see below for examples of how to remove sewage:
 - Use vacuum truck to remove water from containment area
 - Using barrier, direct flow back into sanitary sewer manhole

6. Remove any visible debris (e.g. toilet paper, condoms, etc.) from area and properly dispose of by transferring to the on-site pump station maintenance personnel.
7. Use lime or some type of disinfectant in pervious areas such as soil, mulch, and grass or open areas.
8. Once sewage has been contained and removed, the impervious areas (pavement, concrete, etc.) should be rinsed. The water used to rinse the impervious area will also need to be removed by the previous methods described.
9. A copy of the Electronic Submittal should be faxed to the Division of Fish and Wildlife at (502) 564-3178.
10. An "after the event" summary should be electronically provided to LFUCG's Division Director, Charles Martin (chmartin@lfucg.com).

END OF SECTION

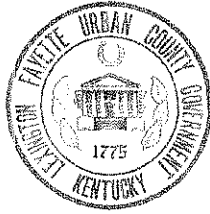
BID SCHEDULE

NO.	ITEM	UNIT	UNIT PRICE
1	Emergency Pump and Haul Services	Hour	<u>425⁰⁰</u>
2	Scheduled Pump and Haul Services	Hour	<u>350⁰⁰</u>

HAUL UNIT CAPACITIES

Haul Unit	<u>1</u>
Size (gal)	<u>5200</u>
Haul Unit	<u>2</u>
Size (gal)	<u> </u>
Haul Unit	<u>3</u>
Size (gal)	<u> </u>
Haul Unit	<u>4</u>
Size (gal)	<u> </u>
Haul Unit	<u>5</u>
Size (gal)	<u> </u>
Haul Unit	<u>6</u>
Size (gal)	<u> </u>

TECHNICAL SPECIFICATIONS
APPENDIX A
PUMP STATION HAULING ROUTE MAPS



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: 107-2012

Date: July 30, 2012

Subject: Pump & Haul Services for DWQ

Please address inquiries to:
Betty Landrum (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid that were discussed at the pre-bid meeting on 7/26/12:

1. Can the forms mentioned in the specs be supplied in advance to the drivers so they can be filled out first and just signed by the Division of Water Quality (DWQ) representative?

LFUCG Response – The Authorization Form mentioned in Paragraph L of Section 1.03 of the General Conditions to the Technical Specifications refers to a form to be issued by LFUCG authorizing the Hauler to dump into a specific manhole. The form will likely have a defined start date and end date, so supplying the form in advance will not be practical. If it is necessary to provide pump and haul services beyond the end date, a new Authorization Form will need to be issued.

2. Since traffic control could become expensive, can some clarifications be given?

LFUCG Response – During the selection of the discharge manholes, all efforts were made to identify manholes out of high traffic areas to minimize traffic impacts. Section 1.10 of the Technical Specifications states it is the Haulers responsibility to comply with all Federal and State laws regarding traffic and worksite safety. Hauler is responsible for providing all required traffic control devices and obtaining all required permits and shall base their bids accordingly.

3. Must the contractor be able to supply 14 trucks (one to each pump station) at one time in the event of a major catastrophe?

LFUCG Response – No, the contractor will not be required to supply 14 trucks. However, Paragraph I of Section 1.03 of the General Conditions of the Technical Specifications indicates that each Hauler must specify in their bid the number units and capacities they would have available.

- 4. Can the contractor run one truck for a number of pump stations as long as the hauling frequencies are met? Clarify when the first pump must take place. (within the stated hauling frequency after being notified? For example, Pizza Hut has a pump frequency of 6 hours. Will the contractor have 6 hours to complete his first pump?)


LFUCG Response -- Yes, as long as the specified hauling frequencies are met and there are no overflows of sanitary sewage -- multiple pump stations may be pumped and hauled using the same truck. Paragraph A of Section 1.02 of the Technical Specifications states that the Hauler has 60 minutes to initiate hauling after being contacted by LFUCG. This paragraph further states that Hauler shall initiate pump and haul services at the pump station with the shortest haul frequency.

- 5. Can you clarify the contractor's responsibility regarding fines imposed by state and federal agencies?

LFUCG Response -- Though not anticipated, regulatory fines may be triggered due to the actions or inactions of the Hauler, therefore, it is the intend of these Contract Documents to inform the Hauler as such. Further, Section 1.15 of the Technical Specifications states that it is the Haulers responsibility to research understand and comply with all federal, state, and local laws, codes, regulations, ordinances, etc. (as they apply to this contract) -- any potential fines would be levied by these agencies.

- 6. Since keeping personnel on call can be expensive, how can the contractor know how many drivers to keep on 24 hour call?

LFUCG Response -- Personnel staffing decisions are best left to the Hauler based on the contractual obligations and projected weather conditions which will generally precipitate the need for the pump and haul services. Again, Paragraph I of Section 1.03 of the Technical Specifications states that each Hauler must specify in their bid the number of pump and haul units and capacities available at any given time.

Todd Slatin 

Todd Slatin, Acting Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: MARTIN'S SANITATION SERVICE, INC.

ADDRESS: PO Box 5343 PARIS, KY 40362

SIGNATURE OF BIDDER: 