



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #14-2020 Material Recovery Facility Design Build Fiber Line Upgrade** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 19, 2020**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

A non-mandatory pre-bid teleconference will be held July 27, 2020, 1:00 pm. Proposers are encouraged to contact the Material Recovery Facility at 859-425-2297 to schedule a walk-thru. No questions may be asked during the walk-thru. Please send all questions through <https://lexingtonky.ionwave.net>. For teleconference:

Join Zoom Meeting

<https://zoom.us/j/4944098610?pwd=REpoNGFwV0lHdUE3b2dNUzdXSk1LZz09>

Meeting ID: 494 409 8610

Password: MRF2020

One tap mobile

+13017158592,,4944098610#,,,,0#,,9446699# US (Germantown)

+13126266799,,4944098610#,,,,0#,,9446699# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 494 409 8610

Password: 9446699

Find your local number: <https://zoom.us/u/ablhSjH8>

Join by SIP

4944098610@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

213.19.144.110 (EMEA)

103.122.166.55 (Australia)

209.9.211.110 (Hong Kong SAR)

64.211.144.160 (Brazil)

69.174.57.160 (Canada)

207.226.132.110 (Japan)

Meeting ID: 494 409 8610

Password: 9446699

## **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

## **Equal Employment Opportunity**

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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.

### **Kentucky Equal Employment Opportunity Act**

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 provision of the nondiscrimination 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 timetables.
- (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 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 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 workforce 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.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

## **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP 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 RFP 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 RFP 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 RFP processes. If, based on this review, a RFP 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 RFP recommendation must be filed within 3 business days of the RFP 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.

## **SELECTION CRITERIA:**

1. Project Costs: 30%
2. Past Experience with LFUCG or similar Projects: 15%
3. Technical Approach to Achieving Project Goals: 25%
4. Timeline: 30%
  - a. Total Time for Project Schedule – 15%
  - b. MRF Downtime – 15%

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE



# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

## 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.*

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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*

\_\_\_\_\_  
*Name of Business*

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

**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**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

**B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 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)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned 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.

**C. DEFINITIONS**

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

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE 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.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.



o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwvoc.org">janet@nwvoc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MWDBE 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.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

The substituted MWDBE and/or veteran 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 MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE 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	Veteran

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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** \_\_\_\_\_

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

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items



into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, 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

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to 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 or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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	\$100,000.00
Excess/Umbrella	\$2 million per occurrence

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 Automobile 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 unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond

the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. 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.
- g. 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 CONTRACTOR'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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, 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. 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.

#### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.



### Verification of Coverage

CONTRACTOR 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

Consultant 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**

CONTRACTOR 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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## Section 1: Project Overview

### 1. Purpose

Lexington-Fayette Urban County Government (LFUCG) is requesting proposals for the upgrade of the fiber sort line at its single stream MRF. Goals of the upgrade include the following:

- Improve marketability of the fibers processed at the MRF by improved screening and the addition of an optical sorter to clean fiber.
- Remove glass from the processed stream as early as practical in the process.
- Significantly reduce maintenance requirements (cost and labor).
- Improve reliability of OCC screen and fiber sorting.

This Request for Proposal (RFP) is intended to provide the needed information to prospective Proposers. LFUCG is requesting that Proposers provide the best solution to LFUCG's needs as indicated by the priorities in the evaluation section of this RFP.

This RFP contains a mandatory submission for an upgrade to the fiber line with specific capabilities. Proposers are welcome to offer additional optional features/components, or alternatives, if the function and performance of those features / components, or alternatives are clearly described and clearly priced.

### 2. Scope of Services

A general overview of the scope of work for this RFP is as follows:

Mandatory Submission:

- Remove and dispose existing components as necessary for Proposer's specified installation of new components
- Modify existing conveyors and support structures to facilitate installation of the new components
- Design / modify and install new equipment (all screens to be anti-wrapping design)
- Develop a commissioning protocol and perform commissioning testing of new and modified equipment (e.g. component, dry run and fully loaded)
- Provide staff training on the operation and maintenance of the new equipment
- Provide service and maintenance support for the first year of operation
- Provide optional and additional 5 years of service and maintenance

### 3. Evaluation Criteria

Proposals will receive an evaluation in accordance with the criteria below. If determined to be in the best interest of the LFUCG, an award will be made to the Proposer who complies with the requirements of this RFP and has the best internally evaluated score based on acceptable submissions.

1. Project Costs: 30%  
costs should include estimated expenses to divert recyclable materials to alternate facilities during project implementation
2. Past Experience with LFUCG or similar Projects: 15%
3. Technical Approach to Achieving Project Goals: 25%
4. Timeline: 30%
  - a. Total Time for Project Schedule – 15%
  - b. MRF Downtime – 15%

## Section 2: Description of Services

### 1. Project Objectives

The primary objective of this RFP is to upgrade the processing equipment on the fiber line to allow the LFUCG MRF to, in a cost-effective manner, produce marketable paper products that can be readily sold for competitive value to a range of buyers. A secondary objective is to improve facility reliability and reduce unscheduled operational down time.

Therefore, Proposers are requested to provide a proposal that accomplishes the following:

Design, supply, deliver, install, commission, train MRF staff and provide maintenance and service for a Fiber Line Upgrade complete with all necessary ancillary mechanical and electrical equipment, in addition to the removal and disposal of the current equipment that will no longer be utilized with the installation of the new equipment.

- a) The proposed Fiber Line Upgrade shall at a minimum include the following (all screens to be anti-wrapping design):
  - i. Install new OCC screen. Utilize existing OCC QC conveyor or add new QC conveyor to allow cleanup of OCC while returning other recyclables to the sort line and directing trash to the residue line.
  - ii. New scalping screen (or equivalent) to send small containers and small paper forward to the 2D/3D separation device without bypassing over the ONP separation device.
  - iii. New glass breaker located under the OCC screen or comparable location to remove glass as early as possible in the process flow to minimize glass travel through MRF.
  - iv. ONP separation screens or ballistic separators to separate ONP sized paper from other materials.
  - v. Dual Eject optical sorter to clean large paper stream (1 or 2 as needed to sort/clean the entire ONP/large paper stream).
    - i. Primary ejection stream is to be for all containers and trash to be conveyed to the Container line.
    - ii. Secondary ejection stream to be "brown" fiber which is to be conveyed to the OCC bunker.
    - iii. The negative sort (newspaper) is to be conveyed to the ONP line.
  - vi. 2D/3D separator screen or ballistic separator to separate remaining 2D-fiber fed from scalping screen unders and ONP screen unders.
    - i. Proposed equipment needs to separate remaining fines (materials smaller than 2" by 2") with operator option to direct fines to either the glass stream or to the trash conveyor.
    - ii. Proposed equipment needs to convey the 3D stream to the existing MRF container line.
    - iii. Grade 52 (cartons) will be separated at the container line.
  - vii. Manual clean up of both fiber streams (ONP and Mixed Paper) must be possible including the ability to sort to OCC, ONP, and mixed paper bunkers, and to a conveyor connecting to the container line
    - i. Fiber conveyed from the container line to the fiber line must be directed to the mixed paper manual sort.
    - ii. Proposer must include any new conveyors needed to feed paper from the container line to the fiber line and containers from the fiber line to the container line

Consideration will be given to alternative configurations that guarantee to meet performance requirements.

- b) The Fiber Line Upgrade must meet processing specifications performance requirements defined in Section 5.

## 2. Introduction

This solicitation includes minimal specifications and numerous opportunities to offer optional additions and alternate configurations. To meet the minimum requirements for consideration, the proposal must include all the needed components to provide a working Fiber Line Upgrade and the components and installation to integrate that upgrade into the operation of the rest of the MRF operation.

### Base Upgrade System

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from qualified equipment Proposers to design, supply, deliver, install, commission, train MRF staff and provide maintenance and service for a Fiber Line Upgrade complete with all necessary ancillary mechanical and electrical equipment, in addition to the removal of the current equipment that will no longer be utilized with the installation of the new equipment. The system is to be arranged and controlled in a manner that allows for efficient production of OCC, ONP and a Mixed Paper products with minimal labor and minimal loss of recyclables.

### Optional or Enhanced Equipment Features

Proposers may optionally propose refinements and/or additional equipment that will further reduce operating and maintenance costs, improve product quality, and allow more flexibility to adjust product composition. Where proposed, these should be clearly articulated describing how it / they will interface within the new MRF flow arrangement and within its physical limitation constraints.

## 3. Background

LFUCG, a merged city-county government, serves a population of approximately 323,780 citizens (US Census estimate) in the central bluegrass region of Kentucky. LFUCG services 82,660 households with once-per-week curbside pickup of recyclables. LFUCG also serves over 6,500 commercial customers with curbside pickup, plus another 510 commercial recycling dumpsters.

LFUCG owns the MRF at 360 Thompson Road. In addition to processing LFUCG's materials, the MRF serves as a regional recycling center. Roughly 42% of the incoming tonnages come from sources outside of LFUCG's customer base. LFUCG has a Memorandum of Agreement (MOA) with each entity sending materials to the MRF.

The recycling program is single stream although limited fiber tonnage is processed through the MRF currently. In 2019, LFUCG temporarily suspended curbside collection of newspaper and other mixed fiber materials due to the decline in the paper markets; cardboard is still accepted curbside. When the equipment specified in this RFP is operational, LFUCG will again accept these fiber materials in the curbside program. Some newspaper and other mixed fiber material is set out by residents at the curb and when collected with the curbside material is processed, and recovered, through the MRF. To support waste diversion efforts of non-cardboard fibers, LFUCG, and non-LFUCG municipalities are currently collecting these items via a drop-off bin network. This fiber is delivered to the MRF and processed separately from the curbside collected material.

#### 4. MRF Description

The following is a general description of the existing material flow through the MRF. Refer to Appendix A for a plan view of the MRF.

The MRF, on average when it was accepting all fiber materials in its curbside program, processed at an average rate of 21 tons per hour. Since the temporary suspension of accepting fiber materials, the MRF has been processing, on average, approximately 17 tons per hour.

Curbside recyclable materials are fed into a hopper, via front end loader, which transfers the material to a metering drum. Two separate manual presort stations are staffed to remove trash, scrap metal and wood; these items are directed into chutes discharging into separate bins outside of the building for subsequent disposal or recovery. Oversized plastics are also manually sorted at the first presort station and manually transferred to a downstream bunker for subsequent baling.

Following presort, the feedstock is processed by an OCC screen where sorted cardboard is manually quality controlled and discharged into a bunker for subsequent baling. Items removed by the quality control staff are manually transferred either to the container line (for subsequent sorting) or directed to the second presort station's trash chute for disposal.

The unders from the OCC screen are transferred to an ONP screen; overs are directed to a quality control station then directed to a bunker for subsequent baling. Items quality controlled are manually transferred either to the container line for subsequent sorting or directed to the second presort stations trash chute for disposal.

The unders from the ONP screen are directed to a second ONP screen where the overs are directed to a bunker for subsequent baling. The unders from this second ONP screen are directed to a polishing screen for 2D/3D separation as well as for filtering out "fines". The 2D items pass over the screen and are conveyed to a bunker for subsequent baling (presently, no quality control efforts are applied on this line). The 3D items roll to the side, fall into a perforator, then are conveyed to a quality control station where cardboard items are manually removed and conveyed to the cardboard bunker. The "fines" pass through this screen and are conveyed to a glass system where the material is size and density classified (the heavy fractions are directed to glass markets and the light fraction is discarded as trash).

The containers (along with non-container items incorrectly sorted) passing the quality control station are conveyed to the current optical sorter. It was originally programmed to positively sort PET and HDPE where each would be directed to a manual quality control station prior to storage and baling; the non-ejected material conveys to the manual container line.

This optical sorter is scheduled to be replaced by a new optical sorter concurrent with the Fiber Line Upgrade as the subject of a separate Request for Bid (RFB). The new optical sorter will be programmed to eject fiber and PET. Grade 52 (cartons) will be manually picked from the ejected fiber. A second container line optical sorter will either be installed concurrently or at some time in the future to sort HDPE and mixed plastics.

The Container line is first staffed with two sorters manually removing PET (missed by the current optical sorter) and manually directing these to the PET bunker. Subsequent sorters are tasked with specifically targeting HDPE color, HDPE natural (missed by the current optical sorter) and mixed plastics and manually sorting them into respective bunkers. After which, all remaining items pass under an overhead magnet for ferrous recovery then the remaining items pass another manual sorter tasked with recovering PET, HDPE color, HDPE natural or mixed plastics that have been previously manually missed. All remaining materials then proceed to the eddy current separator and the positively recovered non-ferrous items are quality controlled prior to being blown into the aluminum bunker; quality-controlled items are either directed back to the tip floor for reprocessing or discarded as trash. All negatively sorted items following the eddy current are conveyed to a final manual quality control station where aluminum, PET, HDPE color and HDPE natural are recovered; all remaining materials are directed to a bin outside the building and destined for disposal.

## 5. Specifications

The following consist of the general specifications for the design, supply, deliver, install, commission, train MRF staff and provide maintenance and service for a Fiber Line Upgrade complete with all necessary ancillary mechanical and electrical equipment, in addition to the removal and disposal of the current equipment that will no longer be utilized with the installation of the new equipment.

1. The Proposer shall submit a design and price for the required system. Any items offered as options are to be listed as options with clear descriptions of the features / components, or alternatives and their function and clear pricing for each aspect.
  - a) To remove and dispose any equipment that will become obsolete as a result of the proposed system equipment.
  - b) To install a complete Fiber Line Upgrade system including a new OCC screen and a new glass breaker and including all parts needed for the system to work.
  - c) The installed Fiber Line Upgrade system including the OCC screen and the glass breaker shall have adequate throughput capacity to process the volume and composition of the stream described in this RFP to the quality standards described below.
  - d) Design considerations for the Fiber Line Upgrade must be given to material surges and to creating good material distribution to all downstream portions of the MRF.
  - e) Design considerations should accommodate wet material that may cause greater material clumping than seen when fiber materials are dry.
  - f) Design considerations will need to take into account that the positively and negatively sorted materials and their paths will need to be altered and redesigned to facilitate optimal material flow post-sort as well as manual quality sort stations and discharge chutes as required.
  - g) Pricing should also include staff training on operation and maintenance of new equipment.
  - h) Pricing should also include quarterly maintenance reviews and associated work of the new equipment for a period of one year after full commissioning is achieved.
  - i) Provide an optional and additional 5 years of service and maintenance.

### Sorting Performance Requirements:

The following table outlines the estimated composition range in LFUCG MRF recyclable material feedstock once fiber is added and these upgrades are complete. The information below is provided as an estimate. The LFUCG will undertake detailed composition assessments as part of other projects to be performed before the end of 2020.

Material Type	Composition % Estimated Range
Cardboard	20% to 27%
Newsprint	20% to 24%
Sorted Office Waste (e.g. mixed paper) <sup>1</sup>	10% to 21%
Cartons (e.g. aseptic / polycoat)	0% to 1%
Steel Cans	1% to 2%
Aluminum Cans	0.5% to 1%
Glass	10% to 15%
HDPE, color	1% to 2%
HDPE, natural	1% to 2%
PET	2% to 3%
Mixed Plastic	0% to 1%
Trash	14% to 22%

Note: The ratio between Newsprint and Sorted Office Waste may change due to changes in feedstock composition. This composition information is provided as high-level guidance only.



The following table outlines the overall processing performance requirements that must be met by the installed system following the performance test. The actual date of the performance test and the performance test protocol are to be proposed by the Proposer and agreed upon by LFUCG at least 30 days prior to the actual performance testing. Total residue cannot contain 1.5% of the input of the material that make up these commodities.

Material Type	Specification	Comment
OCC	Grade 11	OCC screen opening shall be sized to recover as much small OCC as practical while allowing one (1) or two (2) manual sorter(s) to perform QC to Grade 11 spec.
Newspaper	Grade 56	Labor requirements on the ONP line to produce Grade 56 should be no more than two (2) manual sorters.
Mixed Paper	Grade 54	Labor requirements on the Mixed Paper line to produce Grade 54 should be no more than four (4) manual sorters.
Cartons	Grade 52	Must be directed to container line optical sorter and will be manually sorted from rejected fiber.

- Specifications are provided by the Institute of Scrap Recycling Industries (ISRI) at <http://www.scrap2.org/specs/34/>
  - Daily maintenance requirements – All screening equipment should minimize time required for cleaning using ballistic separators or disc screen designs that prevent or at least limit wrapping.
  - Minimize wear parts or reduce costs through reduced wear, low cost replacement parts and minimized labor to replace wear parts. Using ballistic separators in place of disc screens is one possible approach. Also use of durable conveyor skirting and easy replacement of skirting will also be considered. Proposers need to document expected maintenance needs and describe the value of maintenance saving features of proposed equipment. This should include safe access features to ballistic separators, screens and optical sorters for daily maintenance, minor service, and major repairs.
2. LFUCG will collaborate with the selected Proposer to determine the most appropriate product quality testing as part of the overall equipment commissioning. Commissioning of equipment will not commence until LFUCG and its selected Proposer have agreed to product quality testing.
  3. Information describing how the following will be performed must be provided by the proposal submission:

Proposal Submittal Requirements

Each Proposer’s proposal will include the following documents in addition to the submittal forms (located at the end of this RFP document)

- New equipment list with description of each proposed equipment item and how it will integrate into the MRF
- List of equipment to be removed
- List of equipment to be modified with description of modifications to each
- Equipment placement drawings with plan and elevation views as needed to clearly understand equipment arrangement
- Material flow and equipment descriptive narrative
- List of spare parts (if any) that will be provided as part of the contract
- Recommended spare parts and availability of parts from Proposer inventory or local stock
- Description of training and documentation to be provided
- Description of technical and service support to be provided
- Proposed project schedule timeline that defines the timing of the following:
  - Final design
  - Manufacturing/Delivery

- Installation
- Startup, testing and final commissioning
- Listing of performance guarantees

#### 4. Selected Proposer Requirements

##### Preliminary Requirements

- a) After selection and contract negotiation, the Proposer will be required to submit and have approved the following before Notice to Proceed will be issued:
- Final design
  - Updated project schedule timeline
  - Documentation that all requirements for on-site work are met:
    - Required local, state and federal permits and licenses
    - Certificates of insurance
    - Certificates of good standing with local and state agencies and OSHA

##### Installation Requirements

- a) A final design of the proposed new equipment, and all changes required must be submitted and approved. The final design must incorporate any refinements to the proposed system and include details of installation worked out with LFUCG.
- b) The Proposer is responsible for all required local, state, and federal permits and licenses as required to complete the scope of work.
- c) Relocation and addition of any exit stairs, landings, catwalks, ladders, etc in accordance with the building code, and LFUCG requirements, is the responsibility of the Proposer.
- d) LFUCG will be responsible for the supply and installation to modify the existing sprinkler system as required to be in accordance with the building code.
- e) LFUCG is responsible for the supply, changes and installation of any utility services (e.g. electrical power).
- f) LFUCG is responsible for any structural changes required to the building to support the new equipment (e.g. support frames) in accordance with the building code and the LFUCG. Any structural alterations (including load bearing changes) will require an engineer's report.
- g) The Proposer is responsible for all new or modified elevated walkways, platforms, etc. and they shall be designed and installed in accordance with the local state and federal laws and must meet requirements with ANSI Z245.
- h) LFUCG is responsible for bringing electricity to the control panel and communication lines/cables, as required, to the new equipment.
- i) The Proposer is responsible to complete all electrical field wiring and interconnections to the existing motor control center, conveyors, E-stops and overall system controls; where, all electrical connections must be carried out by qualified electricians. The Proposer is responsible for complying with all required local, state, and federal rules and codes. The Proposer shall provide all wiring, conduit and other equipment, electrical/wiring permits and final inspection, and all costs associated with complying with Inspection findings.
- j) The Proposer is to provide all structural, process, electrical and any other applicable as built equipment drawings in duplicate to the LFUCG upon completion of the commissioning phase prior to final approval. Timing will be established during the initial review of the master project timeline by the LFUCG and Proposer.
- k) The Proposer is to coordinate a staging area on-site with the LFUCG prior to the delivery of installation equipment, tools, etc.
- l) The Proposer is to coordinate removal and disposal of current equipment that will no longer be utilized with the installation of the new equipment.

### Compressed Air

- a) Must provide one (1) air compressor, which can support the operation of proposed optical sorter. It must include clean, dry air and oil-free compressed air. Compressor needs to provide suitable air for the installed Optical Sorter.
- b) Must be a screw-type compressor that must meet or exceed the specifications asset out by the manufacturer and be equipped with all recommended options, (e.g. dryers and airline lubricators, filter rack) for the MRF environment in which it will operate. The Proposer shall specify the make, model, horsepower, cfm, etc. of the compressor in the proposal.
- c) Compressor enclosure room location to be determined.

### Conveyors and Other Equipment

- a) Ensure sufficient workspace, stairways (not ladders) and work platforms are available and safe for personal to access (e.g. conveyor belt changes, inspections, maintenance).
- b) Must meet relevant local, state, federal, and other applicable safety standards (e.g. proper guarding for protection from pinch points, rotating shafts, catch points).
- c) Conveyors shall be equipped with transition panels to avoid material spillage at transition points. Similarly, proper skirting shall be installed on conveyor sides to avoid material spillage and leakage under belts.
- d) Emergency stop buttons shall be included for new equipment and must be wired to shut down the entire system or areas deemed necessary as a result of this project. Accessible emergency pull cords shall be installed to immediately shut down the entire system or areas deemed necessary.
- e) Safe and easily removable (or hinged to swing down) belly pans to be provided to the underside of all conveyor belts where within reach of personnel.
- f) Ensure supplied equipment is to good standard where, bearings can be greased, conveyors belts are 2 or 3 ply MOR (moisture, oil resistant), etc.

### PLC Program. Controls and Integration

- a) The new equipment and electrical control must be integrated into the existing Processing Line and Programmable Logic Controller (PLC) program. This can be through a linked new control or through upgrade of the existing control
- b) The new equipment programming must display similar information as the existing PLC program (e.g. fault/warnings status, disconnect status, motor amperage, on/off status).
- c) A detailed description of how this integration will be completed, as well as, the interface details including start & stop sequencing shall be provided with the submission.
- d) All motors shall be high efficiency and 480V.

## 5. Commissioning Requirements

The Proposer shall carry out the following commissioning plan (i.e. Start-up, Initial Operation, Acceptance Testing) and adhere to the following requirements. The Proposer is responsible:

- a) For undertaking all requirements to demonstrate to the LFUCG that all the requirements of the specifications and the Contract have been fulfilled.
- b) To give timely notice (as identified in the master project schedule timeline) to the LFUCG requesting inspection of work, or supervision of any testing, specified or required under the Contract.
- c) Should any performance test fail (in part or in full), the Proposer shall modify the equipment, operation, or other such that the cause of the failure is eliminated through the approval of the LFUCG. This equipment modification must then be tested through subsequent performance testing, all at the sole cost and expense of the Proposer.
- d) To ensure that any inspection or testing required under the Contract is done in the presence of LFUCG or its representative and that the Proposer at their expense may have to repeat such inspection or testing.

LFUCG reserves the right to duplicate and/or expand the Proposer's validation testing by hiring an independent inspection/testing agency to undertake any testing of the work the LFUCG deems necessary at the cost of LFUCG.

#### Equipment Start-up

- a) Once installation is complete and prior to Start-up of equipment, all equipment shall be thoroughly cleaned of all debris.
- b) As per the OSHA, a Pre-Start-up Health and Safety Review is to be arranged by the Proposer and must be completed by a qualified third party. A signed copy shall be provided to the LFUCG within 14 days of the date the review was conducted. Any deficiencies will be corrected by the Proposer at its sole expense.
- c) If timing is different from the master project schedule timeline, the Proposer shall notify the LFUCG in writing, at least 48 hours advance notice of start-up if agreed upon by LFUCG. Where applicable, the manufacturer shall complete a Certificate of Installation verifying the equipment was satisfactorily installed and is ready for any further testing.
- d) During the Start-up, the Proposer shall provide qualified personnel and all necessary equipment, materials, supplies, lubricants, etc.
- e) The Proposer shall be entirely responsible for the equipment and its operation during this start-up period. Should any equipment and/or facility be damaged during Start-up, the Proposer shall repair or replace such equipment to the satisfaction of LFUCG.
- f) Start-up shall include check out and demonstration to LFUCG all control functions (e.g. check-out of rotating equipment speeds, motor current and voltage, excessive vibration). All electrical and mechanical equipment shall be operated for a minimum of six (6) consecutive hours except for during scheduled staff breaks. The Proposer and manufacturer shall verify that the equipment fully meets its intended purpose by the end of this phase.
- g) During Start-up, the Proposer shall make necessary changes to equipment as approved by LFUCG. By the end of this phase, the Proposer shall demonstrate to LFUCG that the equipment is capable of proper and uninterrupted operation and is ready for the "Pre-production" phase as specified hereafter.

#### Initial Operation

- a) The Proposer shall notify the LFUCG at least 24 hours in advance of starting the "Initial Operation" phase.
- b) Should the equipment be shut down for any reason during this phase, the Initial Operation shall be extended for a period equivalent to the shutdown at no cost to the LFUCG, where costs incurred to the LFUCG (e.g. production loss) shall be forwarded to the Proposer.
- c) Initial Operation shall take place in a similar manner to Equipment Start-Up but with the introduction of curbside collected materials onto the line. The intent of this phase is to ensure that all equipment is capable of operating as intended while processing the normal feedstock. In this stage, the Proposer is not required to meet product recovery and quality specifications.
- d) Feedstock material will be fed into the MRF as per normal operations and the process shall be operated for one complete day, all equipment operating at least six (6) continuous, uninterrupted hours for that day and the Proposer and manufacturer shall verify that it is ready for "Acceptance Testing" as specified below.
- e) During Initial Operation, the Proposer shall make necessary changes to the equipment as approved by the LFUCG. By the end of this phase, the Proposer shall demonstrate to the LFUCG that the equipment is capable of proper and uninterrupted operation and is ready for "Acceptance Testing" as specified hereafter.
- f) The LFUCG shall continue to process its feedstock until acceptance testing is completed. The Proposer shall make all adjustments during break times or off-shift hours.

#### Acceptance Testing

- a) The Proposer shall submit to the LFUCG a MRF Acceptance Test Plan prior to the planned start of Acceptance Testing. The plan should identify the test procedures and schedule on a day-to-day basis. It shall also include details on the program for monitoring process rates, product and residual quality during this phase.
- b) Once all the equipment and components have been successfully started up as required the Proposer shall notify LFUCG in writing, at least two (2) working days in advance, of the date that the Proposer is

ready to proceed with Acceptance Testing. LFUCG will advise the Proposer in writing whether or not the Acceptance Testing phase can begin on the date proposed. LFUCG will have the right to delay the start of Acceptance Testing by up to five (5) working days without any additional costs being charged to LFUCG. All audits are to be conducted jointly by the Proposer and LFUCG.

- c) Prior to notifying LFUCG that the equipment supplied is ready for Acceptance Testing, the Proposer shall turn over to the LFUCG copies of all permits, materials/equipment test reports, Certificates of Installation, governing authorities' inspection reports/certificates, and all else required to demonstrate to the LFUCG that the equipment has been properly installed, conforms to the rules and regulations of the governing authorities and is ready to process materials.
- d) The Proposer shall be solely responsible for ensuring that all equipment conform to all applicable regulations and has been inspected by all authorities having jurisdiction prior to Acceptance Testing.
- e) During the Acceptance Testing, the Proposer shall demonstrate to LFUCG that the equipment supplied and installed is capable of processing the specified materials at the specified feed rates and with the specified capture/purity rates without overloads, plug-ups, trip outs, excessive spillage, dust release, etc. The Proposer will make all modifications to equipment necessary to correct any problems that become evident, during the Acceptance Testing period.
- f) Sorting staff, mobile equipment operators and the baler operator shall be provided by LFUCG. LFUCG shall supply all expendable items, materials and fluids to operate the equipment. All costs associated with the storage, loading, transportation, unloading, and disposal of the products and the residue shall be borne by LFUCG.
- g) Throughout the Acceptance Testing Period, LFUCG shall have unrestricted access to inspect and witness the operation.

The Proposed Fiber Line Upgrade must fulfill the above specifications and pass the following conditions:

- a) Must be capable of processing a MRF feed rate up to 25 tons per hour based on the input stream composition and achieve the overall processing performance requirements as described in Section 5.
- b) If the throughput rate and/or the sorted material quality standards are not achieved, the complete test must begin over again from day one. The Acceptance Testing shall validate that all equipment and systems operate satisfactorily and meet specifications.
- c) The specified sort and purity rates will be calculated and demonstrated in accordance to the agreed to overall processing performance requirements as stated in Section 5.
- d) Within seven (7) calendar days after completion of the product quality testing the Proposer shall furnish to LFUCG an electronic copy of product quality testing report describing: all daily weight data on feedstock, commodities and residue quantities produced inclusive of market acceptance verification, all of the Proposer's calculations that demonstrate that the Proposer has met or exceeded the testing requirements, and that all the deficiencies noted during the test period, the proposed modifications and the proposed schedule and methodology for demonstrating these modifications are successful.
- e) The Successful Proposer will be given three (3) opportunities over a maximum period of three (3) weeks to successfully complete the test commissioning. Should the Successful Proposer fail three (3) times during the three (3) test week periods, the Successful Proposer will be given up to sixty (60) days after the last performance test to remedy the situation at its expense, which may include equipment modifications or additions. The retest will include one (1) opportunity.
- f) Successful completion is attained when Acceptance Testing is completed where LFUCG accepts these results and then Successful Proposer is notified by LFUCG in writing.

6. Operations and Maintenance Manual

- a) The Successful Proposer will be required to submit not less than two (2) hard copies and one (1) electronic copy of the Operating and Maintenance Manual to the LFUCG ninety (90) days prior to the anticipated commencement of MRF commissioning. Following incorporation of comments from LFUCG, and no later than thirty (30) days prior to the scheduled commissioning date, no less than two (2) approved copies are to be provided to the LFUCG. The Operating and Maintenance Manual shall conform with Best Industry Practice with content that enables the LFUCG to operate and maintain the equipment in an efficient, effective and safe manner. The manual shall be a robustly bound working document capable of being updated and clearly set out for ease of reference. The text and drawing shall refer specifically to the processing systems supplied.
- b) The Manual will include information which is essential for a fundamental understanding of the proposed equipment including but not limited to risk assessments and similar information to enable safe operation and maintenance and start up, normal operating and shut down procedures.
- c) A full planned preventative maintenance (PPM) program will be required within the manual so that PPM can be scheduled and performed in a manner and frequency that meets the requirements of original equipment manufacturers and recognized industry standards. It will include materials and labor required for a program to maximize equipment life and ensure continuity of operations.
- d) The PPM should include a comprehensive list of consumable items including recommended suppliers.
- e) In addition to information specified, the maintenance manual shall include:
  - i) Final shop drawings and product data of equipment;
  - ii) Record drawings of mechanical and electrical installation;
  - iii) Updated facility layout drawing;
  - iv) Equipment Manufacturer's Inspection and Test Reports;
  - v) Mechanical Equipment Inspection Reports; and
  - vi) Product data shall include (where applicable),
    - (1) Complete parts lists with numbers; a list of recommended spare parts;
    - (2) Complete wiring and connection diagrams; and
    - (3) Copies of all inspection certificates issued by governing authorities.
- f) For all mechanical/electrical equipment, the Proposer should provide details of maintenance requirements including details of scheduled maintenance, planned downtime requirements, etc. A list of recommended spare parts and details of service and emergency response arrangements for all equipment should be provided.

7. Training

In addition to initial start-up training, the Proposer shall provide LFUCG staff with sufficient on-site training of at least three (3) days after testing is complete at a mutually agreed upon date to ensure sufficient working knowledge for operation and maintenance of the new equipment is to the satisfaction of LFUCG. As a minimum, the following shall be covered: general system operations, health and safety, system maintenance, start-up procedures, operation of electrical controls, troubleshooting (e.g., fault codes, reduced optical recovery), spare parts ordering instruction, etc.

## **6. General Conditions**

### **1. Quantities**

The quantities as set out in the Proposal are approximate only and are given as a basis for estimate and comparing. No additional payment will be made for any work which is required or inferable but not specifically mentioned herein. The total prices quoted shall be deemed to include all materials, equipment and labor to complete the work as specified and to the complete satisfaction of LFUCG.

### **2. Proposals**

Each Proposal must include completed Forms found in Section 3 as listed on the Proposal Checklist and a Bid deposit as required. The provided contract document is for review. Proposals must list any exception taken and clearly explaining the reasons.

### **3. Qualifications of Proposers**

All Proposers shall be required to demonstrate to the satisfaction of LFUCG that they have adequate financial resources, experienced personnel and expertise to perform the services required by the specifications and shall furnish such information and/or proof of these qualifications. No contract will be awarded to any Proposer who, as determined by LFUCG, is not qualified to perform the necessary service due to any unsatisfactory record, or inadequate experience, or who lacks the necessary capital, organization, and equipment to conduct and complete the installation and provide technical support and service in strict accordance with the specifications. LFUCG is requesting as a minimum, 10 years of experience in the supply and service of the specified recycling processing equipment.

### **4. Bid Prices**

The lump sum price or prices quoted in the Project Cost Form shall include the furnishing of all materials, supplies and equipment and provision of all labor, tools and equipment, utility and transportation services necessary to perform and complete all the work required under the Contract, including all miscellaneous work, whether specifically included in the Contract Documents or not.

### **5. Sole Interest**

No person, firm, or corporation other than the Proposer shall have any interest in the Proposal or in the proposed contract for which the Proposal is made and to which it relates.

### **6. Omissions, Discrepancies and Interpretations**

Should a Proposer find omissions from or discrepancies in any of the RFP documents or should there be doubt as to the meaning or any part of such documents, they should notify the LFUCG in writing.

If the LFUCG considers that a correction, explanation, or interpretation is necessary or desirable, they will issue an addendum to all who have taken out RFP documents. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

Neither party to the contract shall take advantage of any apparent error or omission in the Contract Documents, but the LFUCG shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the Contract Documents. Any work or material not included herein but which may be fairly implied as included in this Contract, of which the LFUCG shall judge, shall be done or furnished by the Proposer as if such work or materials had been included.

**7. Performance and Payment Bond**

1. PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_), for the payment of whereof Principal and Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for \_\_\_\_\_ **(project name)** \_\_\_\_\_ in accordance with drawings and specifications prepared by: \_\_\_\_\_ **(the Engineer/Consultant)** \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or



- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ each one of which shall be  
(number)  
deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Surety  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
Surety

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

2. PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of Dollars (\$\_\_\_\_\_) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for \_\_\_\_\_  
**(project name)** in accordance with drawings and specifications prepared by: \_\_\_\_\_  
**(the Engineer/Consultant)** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

## **8. Experience**

In order to aid the LFUCG in determining the ability of each Proposer, the Proposer shall complete Form B-2 Past Experience and References, which is bound herein, stating the Proposer's experience in similar work which has been successfully completed.

## **9. Sub-Contractors**

The use of Sub-contractors will be permitted for infrastructure repairs or modifications & cleaning only. All processing equipment shall be provided by the successful Proposer for this Contract.

## **10. Contract Execution**

LFUCG's standard contract is provided in Appendix C.

## **11. Workplace Safety (OSHA)**

The Proposer shall furnish evidence of compliance with all requirements of the local and state agencies. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued prior to the payment of the final balance due to the Proposer.

## **12. Examination of the Site and Equipment**

Proposers are required to satisfy themselves by personal examination of the existing MRF processing equipment, facility, condition, etc. which may be encountered on the Site. The submission of the Proposal shall be deemed proof that the Proposer has satisfied themselves as to all the provisions of the Contract, of all the conditions which may be encountered, of what materials they will be required to supply, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion. No claims will be entertained by the LFUCG from the Proposer that they were uninformed as to any of the provisions or conditions intended to be covered by the Contract.

## **13. Retainage**

Progress Payments shall be subject to a 10% retainage and in accordance with the accordance of state and federal codes and any amendments made thereto.

## **14. Warranty**

The successful Proposer shall complete the Maintenance & Warranty Statement contained herein and provide a full statement of the warranty provided for the equipment being provided and the work being bid. The warranty should clearly describe the terms under which the manufacturer accepts responsibility for the cost to repair defects caused by faulty design, quality of work or material in the opinion of LFUCG, and for the applicable period of time after delivery, installation and commissioning. The successful Proposer shall, at their own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of LFUCG. Should the successful Proposer for any cause fail to do so, then the Owner may do so and employ such other person or persons as LFUCG may deem proper to make such repairs or do such work, and the whole costs, charges, and expenses so incurred may be deducted from any amount due to the Proposer or may be collected otherwise by the Owner from the Proposer. The decision of LFUCG shall be final as to the necessity of repairs of any work required to be done under the provisions of this clause or any other clause or clauses, in the amounts expended therefore. The warranty effective date will be the date that successful performance testing has been achieved.

## **15. Performance of Contract**

The Proposer shall supply all of the materials, machinery and equipment and perform all of the work in a good and workmanlike manner and in accordance and in compliance with the Project Overview, Description of Services, Detailed Submittal Requirements and the formal Contract to be executed and delivered (herein collectively referred to as the "Contract").

## **16. Compliance with Laws, Regulations and Policies**

The Proposer shall comply with all labor, police, health, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term of this Contract.

All federal, state and local laws and regulations, as well as policies established by the LFUCG, now or subsequently enacted, shall become a part of the Contract and be complied with in the performance of all parts of the work. The Proposer shall enforce provisions of policies established by the LFUCG, where such policies provide for such enforcement. This may include, but not be limited to a requirement to discipline persons who fail to comply with such policies, including ejection of the offending persons from the Site.

The Proposer shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Proposer's responsibility to comply with standards of state, local and MRF operating procedures.

The Proposer shall indemnify and hold harmless LFUCG and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

## **17. Patents**

The Proposer shall fully indemnify and save harmless LFUCG against and from all suits or actions arising from the claim of any person or persons who are or claim to be patentees of any process used in connection with work performed under this contract or any of the materials, plant, machinery, tools or appliances used therein or thereon, or in any way therewith by the Proposer.

## **18. Labor and Equipment**

The Proposer shall furnish only skilled labor and all equipment that is or becomes necessary to carry out the operations in accordance with the provisions of the Contract.

The Proposer's agents, workers, employees or any persons under the Proposer's control, including all subcontractors, shall abide by the applicable provisions of the local, state, and federal health and safety requirements.

The Proposer shall always provide experienced and qualified personnel to supervise the operations.

The Proposer shall provide all equipment and material necessary to complete the job to the satisfaction of the Authority.

## **19. Co-operation**

Other contractors may be present at the MRF during this work. The Proposer shall always extend full co-operation to them and allow free access to them for the purposes of performing their work. LFUCG reserves the right to alter the method of operations pursuant to this Contract so as to avoid interference with other

work.

## **20. Indemnity**

The Proposer shall indemnify and save harmless the LFUCG from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Proposer to comply with these specifications, or arising out of the performance or non-performance of the terms of this Contract by the Proposer and its employees or agents or Proposers, EXCEPT to the extent that such liability for damage was caused by any failure, neglect or refusal by the LFUCG to comply with this Contract, or arising out of the performance or non-performance of the terms of this Contract by the LFUCG and its employees, agents or Proposers.

Without restricting the generality of the foregoing, it is understood and agreed that the LFUCG shall not be liable for damages to any third party for bodily injury or property damage caused by any accident by the Proposer or otherwise or while engaged in work for or on behalf of the LFUCG causing either damage or injury through the negligence of the employees of the Proposer and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle or any other vehicle or equipment whatsoever, and the Proposer hereby covenants and agrees with the LFUCG to indemnify and save harmless the LFUCG of and from all claims or damages howsoever arising, caused by any of the acts of negligence or otherwise of the employees of the Proposer referred to in this paragraph, EXCEPT to the extent that such liability for damage was caused by the negligent act or omission of the LFUCG, its employees, Proposers or agents.

## **21. Clean Up**

While working at the MRF, the Proposer shall maintain a clean working environment that is acceptable by the LFUCG. At the end of the Contract, the Proposer shall remove from the property all equipment, surplus materials, and waste which is the property of the Proposer or which is otherwise the responsibility of the Proposer and leave the premises in the same condition they were in at the commencement of the Contract.

## **22. Existing Equipment**

Any existing equipment at the MRF that is required to be removed and disposed of by the Proposer requires approval of LFUCG. All other component not deemed usable by LFUCG shall be removed and disposed of by the Proposer. The Proposer shall coordinate a review of existing equipment with LFUCG.

## **23. Delay in Service / Work Stoppage**

In the event of breakdown of the Proposer's equipment or work stoppage, or for any reason a delay in service results, the Proposer will be responsible for any overtime or extra cost incurred by LFUCG. Should LFUCG deem it necessary to seek other means to perform the work because of inefficiency or hold-up on the part of the Proposer, all additional expense incurred shall be recovered from the Proposer by deduction from the payments.

## **24. Contract Amount**

The total Contract price shall not be exceeded under any circumstances without the PRIOR written approval of LFUCG.



## **25. Payments**

In addition to the requirements of LFUCG, staged payments will apply to this contract. For the purposes of this RFP, Payment scheduled Form D-6D provides the project payment schedule.

The Proposer acknowledges that the final progress payment will not be made until the LFUCG has received and approved complete Operations and Maintenance Manuals, drawings, final Approval Report, etc. as required by this RFP. The Proposer shall submit an invoice for each progress payment.

## **26. Safety and First Aid**

Without limiting the generality of the article in this document pertaining to Compliance with Laws, Regulations and Policies, the Proposer shall provide and maintain the necessary first aid items and equipment as called for under the local, state, and federal health and safety requirements.

Prior to the start of the project, a mandatory health and safety meeting will be conducted by the LFUCG staff with the Proposer's staff and supervisor to highlight the specific dangers associated with the MRF operations.

## **27. Authority Facilities**

The Proposer shall be responsible for any damage to LFUCG's facilities or property which results from its operations. The Proposer shall repair any such damage without delay, at its own expense and to the complete satisfaction of LFUCG. If the Proposer fails to repair LFUCG property without delay, then LFUCG will arrange for the necessary repairs and deduct it from the contract payments.

## **28. Commencement and Completion**

The work shall commence upon a mutually agreed date between LFUCG and the Proposer. The Proposer shall provide with the bid submission, a master project schedule that clearly indicates the amount of time necessary to complete the proposed scope of work that will ultimately enable the system to function as intended. The timeline should break out, but is not limited to: Project Award, Signed Contract and Submittal of all required documents, Equipment Design, Equipment Fabrication, Equipment Delivery, Pre-Install Composition Audit (if required by the Proposer), Removal of Existing Equipment, Installation of New Equipment, Commissioning and Acceptance Testing, Staff Training, provision of Manuals and final approval by the LFUCG.

This timeline shall consider that the MRF is an active recycling facility and that shutting down the facility to install equipment must be scheduled and kept to a minimum. The Proposer's timeline will disclose how they plan to do the necessary work with minimal operational disruption. Once awarded, the Proposer will meet with LFUCG staff to finalize installation timelines so that minimal disruption to operations occurs. The Successful Proposer will maintain the master project schedule timeline throughout the project life cycle and share it with the LFUCG as agreed upon at contract award.

## **29. Liquidated Damages**

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the time limit as set forth in these "General Specifications", damage will be sustained by the LFUCG and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the LFUCG will sustain in the event of and by any reason of such delay and the parties hereto agree that the Proposer will pay to the LFUCG the sum of One Thousand Dollars (\$1,000.00) for liquidated damages for each and every calendar day delay in finishing the work in excess of the number of working days prescribed and it is agreed that this amount is an estimate of the actual damage

to the LFUCG which will accrue during the period in excess of the prescribed number of working days.

LFUCG may deduct any amount due under the paragraph from any money that may be due or payable to the Proposer on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the LFUCG.

The Proposer shall not be assessed with Liquidated Damages for any delay caused by act of God, acts, regulations or decrees of any government, natural phenomena, war, strikes, lockouts, freight embargoes, fire, plant breakdown, process upset or any other cause, whether similar or dissimilar, beyond its reasonable control.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes, the number of days shall be increased or decreased as determined by the LFUCG.

If the time available for the completion of the work is increased or decreased because of an overrun or underrun of a major item in the Contract, the LFUCG may increase or decrease the number of working days by adding or subtracting therefrom, as the case may be, a number of days calculated from the difference between the actual quantity and the estimated Proposal quantity divided by the average daily production of the most productive 50% of the working time shown on the Proposer's Project Schedule, provided that this basis for calculation may not be used where, in the opinion of the LFUCG, all or any of the relevant major items are carried out concurrently.

### **30. Hours of Operation**

Access to the work site will normally be granted during the following hours: 7:00 am to 3:30 pm.

If, however, the Proposer has approval through the LFUCG to work beyond these hours to complete work in a timely manner, special access to the work site shall be granted through the LFUCG.

The MRF will normally be closed on the following statutory holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

### **31. Site Access**

The Proposer shall have access to the site through the main gate. The gate will normally be open only during the hours the site is open. The gate will normally be closed and locked at all other times. The Proposer will be permitted access to the site only beyond working hours through the approval of the LFUCG. Otherwise, the site gate will normally be closed and locked at all other times.

The Proposer shall provide details of how material will be brought onto the site, off-loaded, temporarily stored and will provide an installation plan and timeline. The site shall remain fully operational during this work and the Proposer shall include details of construction activities in order to maintain site access.

### **32. Performance of the Work**

The Proposer shall ensure that the work is performed to the satisfaction of LFUCG at all times. All materials and workmanship shall be of excellent quality, and any substandard materials or workmanship shall be replaced or repaired to the satisfaction of LFUCG.

### **33. Inspection**

Authorized representatives of LFUCG shall at all times have access to the work for the purpose of inspection.

### **34. Acceptance of Work and Release of Retainage**

Prior to substantial completion and the release of retainage, the work must be completed to the satisfaction of LFUCG.

### **35. Removal of Employees**

LFUCG, in its sole discretion, retains the right, under this contract, to require the Proposer to remove from its facilities any employee who is incompetent, intoxicated, and belligerent or has flagrant disregard for others or for any other just cause.

The LFUCG, in its sole discretion, may stop the work entirely if there are not a sufficient number of experienced employees on site to carry it out properly, or for any other good and sufficient cause.

### **36. Force Majeure**

If any of the facilities of LFUCG are not available to the Proposer or LFUCG is delayed in the performance of any of its obligations by any act of God, acts, regulations or decrees of any government, natural phenomena, war, strikes, lockouts, freight embargoes, fire, plant breakdown, process upset or any other cause, whether similar or dissimilar, beyond its reasonable control, then:

- a) LFUCG shall not have any liability to the Proposer;
- b) The Proposer shall not have any right to make any claim or bring any action against LFUCG for any damage it may suffer as a consequence; and
- c) The time for performance of such obligations by LFUCG shall be extended for a reasonable period of time but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the parties.

## **Section 3: Detailed Submittal Requirements**

The following is a detailed description of the specific sections and content required for the Proposal (Forms referenced correspond to response forms provided in Attachment A):

#### **1. Proposal Checklist (Form A-1)**

Fill out the checklist and include it in your proposal.

#### **2. Proposers Statement (Form A-2)**

Fill out the Proposers Statement and include it in your proposal.

#### **3. Proposer Qualifications and References (Form B-2)**

Forms **B-2A** through **B-2C** shall include the following information:

**General Information about Proposer (Form B-2A):** This section of the Proposal shall fully identify the Proposer, present general information about the Proposer and Key Personnel involved. If the Proposer is a subsidiary of a parent company, provide information about when the subsidiary was formed and its

place in the corporate structure of the parent company.

For purposes of the evaluation, the Proposal shall clearly identify the members of the Proposer's team that will serve in roles as they relate to the proposed services. These roles should define the Project Manager and Key Personnel, and may be provided entirely by one firm or may be allocated among a number of firms as long as a single firm assumes overall responsibility. The Proposer shall recognize that its team, as proposed, will be used as a basis for determining eligibility to provide the contract services.

**Previous Similar Experience (Form B-2B):** This section should clearly identify similar projects/contracts involving the Proposer, highlighting experience in and Processing Single-Stream Recycled Materials. A brief description of similar projects shall be provided, including the history of operation, current status, and a description of the Proposer's specific involvement in these projects. References from projects or relevant sources such as a regulator should be provided with appropriate contact information.

Proposers interested in responding to this RFP should be able to document as part of their Technical Proposal on the forms provided, at least five years of experience delivering similar services to comparable clients.

This section should indicate the number of staff available within the Proposer's firm and/or Sub-contractors firm for work on the project and resumes of all Proposers' Key Personnel should be attached. The resumes should identify discipline, level of expertise, years of experience in areas of specialty, and any direct work experience on the projects listed under "Previous Similar Experience" above. In this section, please indicate the Proposer organization that will assume overall responsibility for performance under the contract and a primary contact person from this organization.

**Sub-contractors (Form B-2C):** This section should provide a list of Sub-contractors, if any, which the Proposer intends to utilize on the Project. Clear indication of previous associations with those Sub-contractors as well as the Sub-contractor's experience and their intended participation should be included as well as the Proposer's commitments to assume responsibility for their performance.

#### **4. Technical Description and Specifications (Form B-3)**

Proposers are to fully describe the equipment being proposed and the operation of those systems. Sufficient information shall be provided to allow those reviewing the proposal to understand the arrangement and operation of the proposed systems. Use Forms **B-3A** through **B-3C**. Use additional pages as needed.

##### **Proposer Description of MRF Fiber Line Upgrade (Form B-3A)**

On Proposer letterhead describe the equipment and installation process.

##### **Maintenance and Warranty Statement (Form B-3B)**

Proposer shall provide a maintenance and warranty statement to warranty and support the first year of operation.

##### **Project Schedule – Key Milestones (Form B-3C)**

Proposer shall provide a project schedule timeline.

#### **5. COST (Forms D-6A to D-6E)**

##### **Fiber Line Upgrade Cost Proposal (Form D-6A)**

##### **Optional Fiber Line Upgrade Cost Proposal (Form D-6B)**

##### **Performance Bond (Form D-6C)**

Demonstration of ability to provide a performance bond required to be returned with the proposal.

**Bid Bond (Form D-6D)**

LFUCG requires a Bid Bond to be submitted with the proposal which will be returned upon execution of a Contract. Requires a bid bond of 10% of proposed costs.

**Payment Schedule (Form D-6E)**

**6. Business References (Form E-7)**

The Entity requires the Proposer to submit at least three business references.

**7. Signature Page (Form F-8)**

The MRF Fiber Line Upgrade Cost Proposal Signature Page must be signed by an officer of the proposing organization empowered to sign a document that commits the Proposer to the price quotes stated in the Cost Proposals.

## **RFP ATTACHMENT A: Forms**

### **Form A-1      Proposal Checklist**

- 1. \_\_\_\_\_ Form A-1: Proposal Checklist**
- 2. \_\_\_\_\_ Form A-2: Proposers Statement**
- 3. \_\_\_\_\_ Form B-2: Proposer Past Experience and References:**
  - 4. \_\_\_\_\_ Form B-2A: General Information About Proposer**
  - 5. \_\_\_\_\_ Form B-2B: Previous Similar Experience**
  - 6. \_\_\_\_\_ Form B-2C: Sub-contractors**
- 7. \_\_\_\_\_ Form B-3: Technical Description and Specifications**
  - 8. \_\_\_\_\_ Form B-3A: Proposer Description of MRF Fiber Line Upgrade**
  - 9. \_\_\_\_\_ Form B-3B: Maintenance and Warranty Statement**
  - 10. \_\_\_\_\_ Form B-3C: Project Schedule—Key Milestones**
- 11. \_\_\_\_\_ Form D-6: Project Cost**
  - 12. \_\_\_\_\_ Form D-6A: Fiber Line Upgrade Cost Proposal**
  - 13. \_\_\_\_\_ Form D-6B: Optional Fiber Line Upgrade Cost Proposal**
  - 14. \_\_\_\_\_ Form D-6C: Payment Schedule**
- 15. \_\_\_\_\_ Form E-7: Business References**

## Form A-2 Proposers Statement

Proposers are required to complete this form and include it in the proposal submission. Only one Part is required to be completed.

### Part 1: Acceptance of Scope of Work as detained in the RFP

We confirm that we have read and understand the content of LFUCG's RFP document, inclusive of all addenda issued and do not take any exception to requirements of the scope of work.

\_\_\_\_\_  
*Name of Company*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Representative (print)*

\_\_\_\_\_  
*Company Representative (signature)*

### Part 2: Exceptions to the RFP Scope of Work as detained in the RFP

We confirm that we have read and understand the content of LFUCG's RFP document, inclusive of all addenda issued but take the following exceptions to the RFP's scope of work. Provide details of the RFP Section and description of the exception taken. If no exceptions are taken please state so below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Name of Company*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Representative (print)*

\_\_\_\_\_  
*Company Representative (signature)*

**Form B-2 Proposer Qualifications and References**

**Form B-2A General Information About Proposer**

This section of the proposal shall fully identify the Proposer, present general information about the Proposer, and the Key Personnel involved.

Full Name of Business (Proposer):	
Principal Business Address:	
Company Background Info (Parent Company or Subsidiary, Date Formed, etc.):	
Principal Contact Person(s):	
Project Manager:	
Key Staff Member #1: Roles and Responsibilities and Years of Experience performing this work:	
Key Staff Member #2: Roles and Responsibilities and Years of Experience performing this work	
Key Staff Member #3: Roles and Responsibilities and Years of Experience performing this work	



Key Staff Member #4: Roles and Responsibilities and Years of Experience performing this work	
Key Staff Member #5: Roles and Responsibilities and Years of Experience performing this work	
Key Staff Member #6: Roles and Responsibilities and Years of Experience performing this work	
Key Staff Member #7: Roles and Responsibilities and Years of Experience performing this work	
Key Staff Member #8: Roles and Responsibilities and Years of Experience performing this work	
Key Staff Member #9: Roles and Responsibilities and Years of Experience performing this work	
Key Staff Member #:10 Roles and Responsibilities and Years of Experience performing this work	

## Form B-2 Proposer Qualifications and References

### Form B-2B Previous Similar Experience

Identify similar projects/contracts involving the Proposer, highlighting experience in providing similar equipment and/or services. List at three (3) current or recent (within the past 5 years) projects of similar size. At least one (1) project should be contracted with a public sector MRF. A brief description of similar projects shall be provided, including the history of operation, status, and a description of the Proposer's specific involvement. Insert additional pages as needed.

Reference Project: #1

Project Name:	
Customer Name, Phone and Email:	
Location of Customer:	
Processing Facility Name/Location:	
Customer Contact Information:	
Reference Contact Information (if different):	
History of Operation:	
Proposer's Involvement:	

**Form B-2 Proposer Qualifications and References**

**Form B-2B Previous Similar Experience**

Reference Project: #2

Project Name:	
Customer Name, Phone and Email:	
Location of Customer:	
Processing Facility Name/Location:	
Customer Contact Information:	
Reference Contact Information (if different):	
History of Operation:	
Proposer's Involvement:	

**Form B-2 Proposer Qualifications and References**

**Form B-2B Previous Similar Experience**

Reference Project: #3

Project Name:	
Customer Name, Phone and Email:	
Location of Customer:	
Processing Facility Name/Location:	
Customer Contact Information:	
Reference Contact Information (if different):	
History of Operation:	
Proposer's Involvement:	

## Form B-2 Proposer Qualifications and References

### Form B-2C Sub-Contractors

For each Sub-contractor participating in this project, provide a clear indication of previous associations with those Sub-contractors as well as the Sub-contractor's experience, and their intended participation should be included as well as the Proposer's commitments to assume responsibility for their performance.

Add additional pages as needed.

Sub-contractor:

Sub-contractor Name:	
Sub-contractor Contact and Contact Information:	
Sub-contractor Intended Role in Project:	
Sub-contractor Experience in Intended Role:	
Proposer Past Associations with Sub-contractor:	
References (minimum of 3)	

## **Form B-3 Technical Description and Specifications**

### **Form B-3A Proposer Description of MRF Fiber Line Upgrade**

On Proposer letterhead, describe fully and completely with text, graphics and tables (as required):

1. The proposed equipment list with description of each proposed equipment item and how it will integrate into the MRF
2. List of equipment to be removed
3. List of equipment to be modified with descriptions of modifications to each
4. Equipment placement drawings with plan and elevation views as needed to clearly understand equipment arrangement
5. Of equipment being proposed state how it affects the rest of the MRF and provide a guaranteed throughput rate in tons per hour and tons per eight-hour shift including breaks and lunch
6. Material flow and equipment descriptive narrative
7. List of spare parts (if any) that will be provided as part of this contract
8. Recommended spare parts and availability of parts from Proposer inventory or local stock
9. Description of training and documentation to be provided
10. Description of technical and service support to be provided



**Form B-3 Technical Description and Specifications**

**Form B-3C Project Schedule—Key Milestones**

The list below outlines several key schedule items. The Proposer is to expand on the list to include other / additional activities and dates per its proposal.

Project Activity	Anticipated Start Date	Anticipated Completion Date
Project Award		
Signed Contract and submittal of all required documentation (required local, state and federal permits and licenses; certificates of insurance; certificates of good standing with local and state agencies and OSHA.)		
Updated Project Schedule Timeline		
Equipment Design		
Equipment Fabrication		
Equipment Delivery		
Pre-Install Composition Audit (if required by the Proposer)		
Removal of Existing Equipment		
Installation of New Equipment		
Commissioning and Acceptance Testing		
Staff Training		
Acceptance Testing		
Final Approval by LFUCG		





**Form D-6 Project Cost**

**Form D-6A Fiber Line Upgrade Cost Proposal**

Not to exceed, unless approved by amendment Assumed to be \$0.00 if NO ENTRIES are made		
	COST	CREDIT
1. Design	\$	\$
2. Cost of Equipment	\$	\$
3. Delivery to LFUCG MRF	\$	\$
4. Removal and Disposal of Existing Equipment	\$	\$
5. Installation of New Equipment	\$	\$
6. Commissioning and Acceptance Testing of New Equipment	\$	\$
7. Product Diversion during Install	\$	\$
8. Staff Training	\$	\$
9. Initial Supply of Spare Parts	\$	\$
10. First Year of Technical and Service Support	\$	\$
11. Five (5) Additional Years of Technical and Service Support	\$	\$
12. Credit for Removed Equipment		\$
<b>SUB TOTAL COST and CREDIT (add 1 to 10)</b>	\$	\$
<b>NET TOTAL: (COST minus CREDIT)</b>	\$	

Note: LFUCG reserves the right to reject any and all bids and to waive formalities as the interest of the LFUCG may require without stating reasons therefore. The lowest or any price quote may not necessarily be accepted. LFUCG reserves the right to award a contract for the Cost Proposal in Form D-6A or Form D-6B together or separately if it is deemed appropriate.

## Form D-6 Project Cost

### Form D-6B Optional Fiber Line Upgrade Cost Proposal

For each optional piece of equipment, provide a detailed description including function, benefits, guaranteed performance, and cost for delivery and installation.

Use a separate page for each piece of equipment.

Optional Equipment: #

Option Name:	
Detailed Description and Function:	
Option Benefits:	
Guaranteed Performance:	
All inclusive Costs :	

**Form D-6 Cost**

**Form D-6C PAYMENT SCHEDULE**

The LFUCG intends to provide payment to the successful Proposer in accordance with the following schedule upon LFUCG's determination that each project activity has been completed to LFUCG's satisfaction in their sole opinion.

The Proposer is to submit an invoice to the LFUCG upon receipt from the LFUCG that each project activity has been satisfactorily completed.

The Proposer is to insert the project milestone progress payments and dates into the "Anticipated Payment Date" column.

<b>PROJECT ACTIVITY</b>	<b>PERCENTAGE OF NET TOTAL</b>	<b>ANTICIPATED PAYMENT DATE</b>
Design and Manufacture		
Delivery to LFUCG MRF		
Removal and Disposal of Existing Equipment		
Installation of New Equipment		
Commissioning and Acceptance Testing of New Equipment		
Staff Training		
Initial Supply of Spare Parts		
First Year of Technical and Service Support	NA	
Five (5) Additional Years of Technical and Service Support	NA	
Credit for Removed Equipment	NA	
LFUCG Retainage until Substantial Completion	10%	
<b>TOTAL</b>	100%	

## Form E-7 Business References

The Entity requires all applicants to submit three references.

### Reference #1

<b>Business Name:</b>	
<b>Contact:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	

### Reference #2

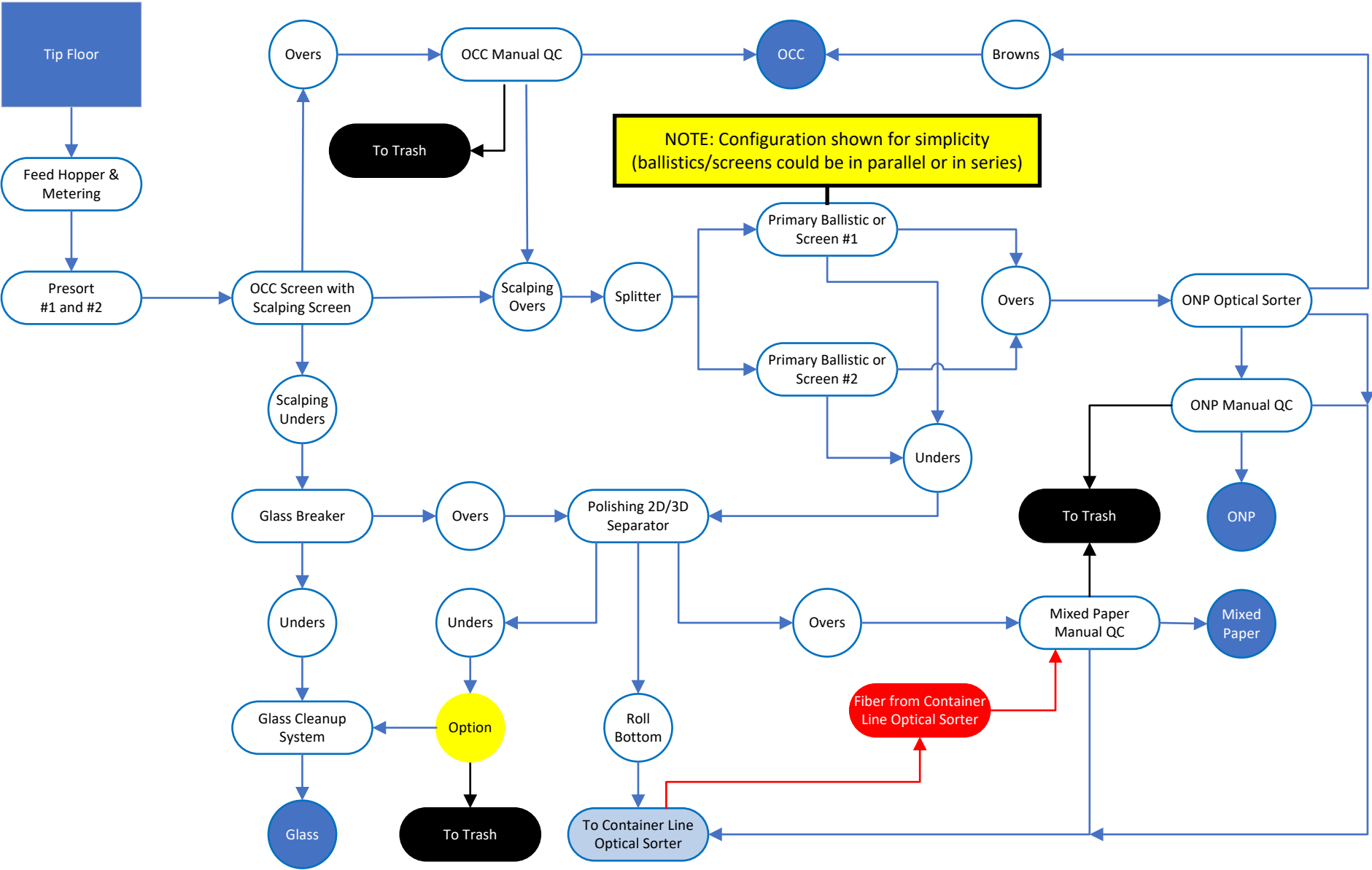
<b>Business Name:</b>	
<b>Contact:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	

### Reference #3

<b>Business Name:</b>	
<b>Contact:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>E-mail Address:</b>	

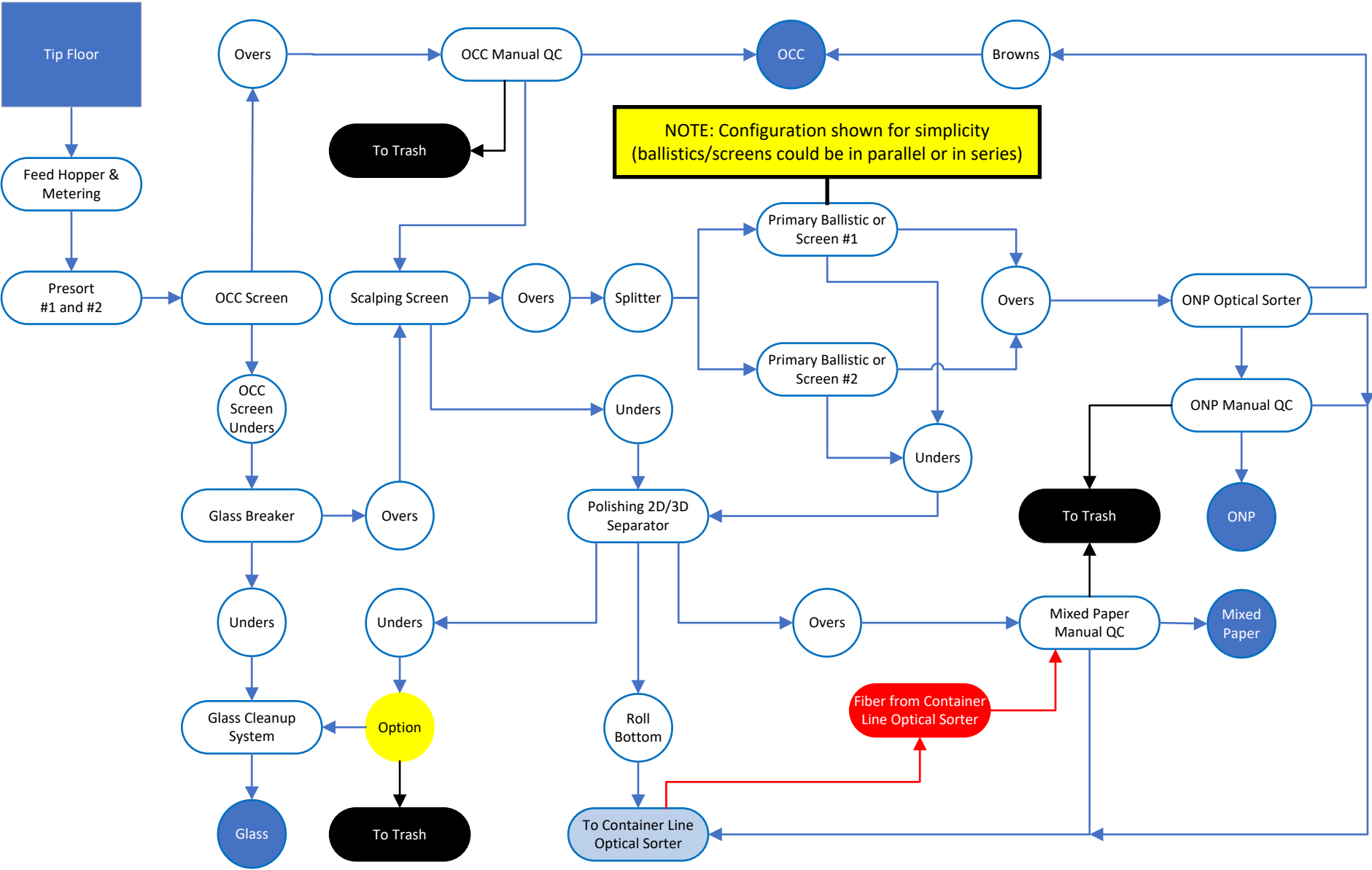
# LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

## POSSIBLE NEW FIBER LINE PROCESS FLOW (1 of 2)



# LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

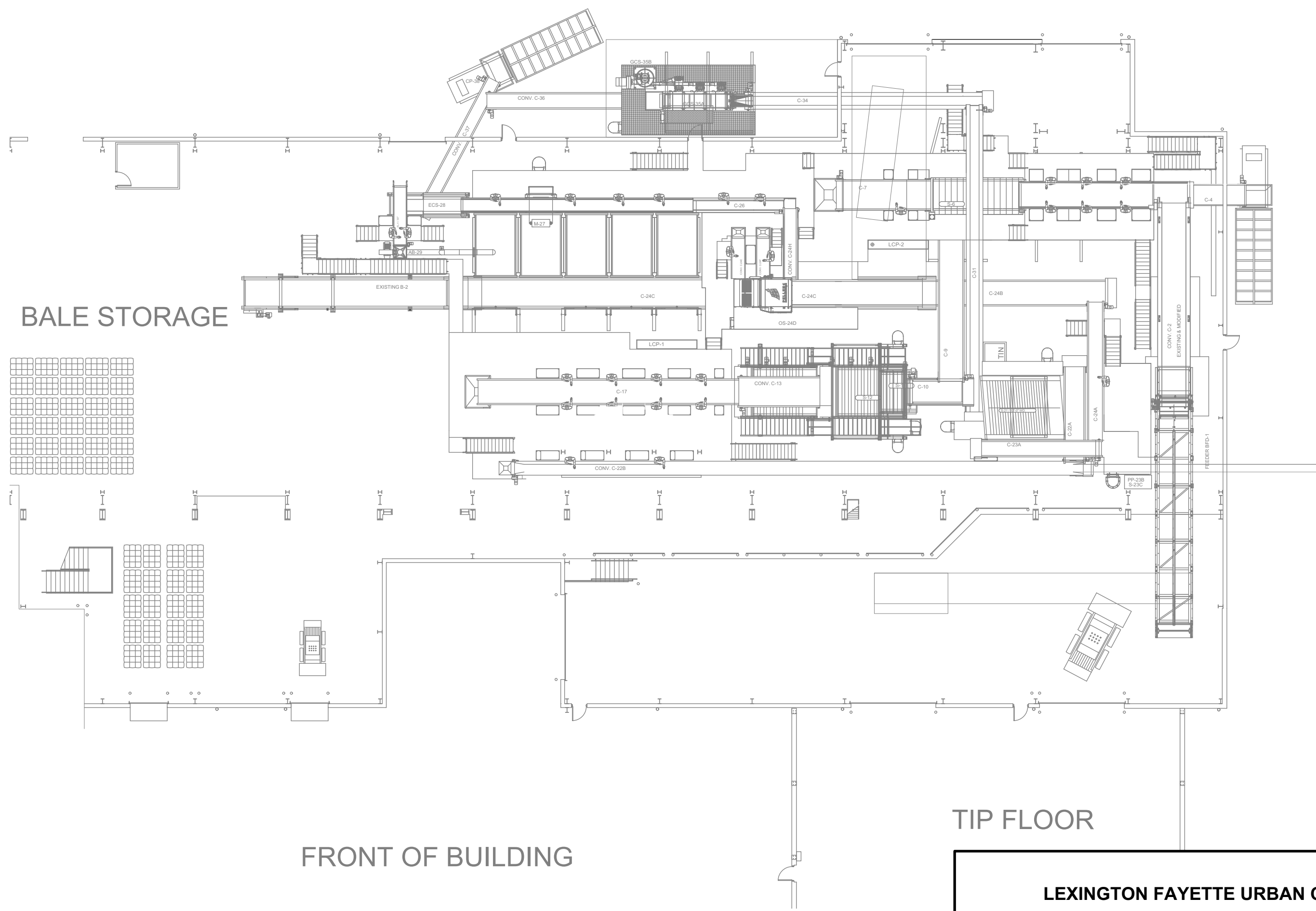
## POSSIBLE NEW FIBER LINE PROCESS FLOW (2 of 2)





REAR OF BUILDING

BALE STORAGE



TIP FLOOR

FRONT OF BUILDING

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

GENERAL ARRANGEMENT

1 General Arrangement  
 Scale: 1" = 20'-0"

## PROFESSIONAL SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2020 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and \_\_\_\_\_. (**PROFESSIONAL**). **OWNER** intends to proceed with \_\_\_\_\_ in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning and analysis services for the city as contemplated in the **OWNER**'s Request for Proposal No. \_\_\_\_\_. The services are hereinafter referred to as the Project.

**OWNER** and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of professional planning and analysis services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

**PROFESSIONAL** was selected by **OWNER** based upon its response to the Request for Proposal No. \_\_\_\_\_.

**PROFESSIONAL** shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional planning and analysis representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

### **SECTION 1 - BASIC SERVICES OF PROFESSIONAL**

**PROFESSIONAL** shall perform professional services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. \_\_\_\_\_ (Exhibit "A") and **PROFESSIONAL**'s Response dated \_\_\_\_\_ (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. \_\_\_\_\_ (Exhibit "A").

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", prepare/perform all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and

**PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. \_\_\_\_\_ are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL**

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence. See Exhibit "B" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

**SECTION 5 - PAYMENTS TO PROFESSIONAL**

**5.1 Methods of Payment for Services of PROFESSIONAL**

**5.1.1 For Basic Services.**

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. The negotiated cost of services is represented below.

Cost (Total Cost of Services Below)

\$ \_\_\_\_\_

SAMPLE

## **5.2. Times of Payment.**

**5.2.1.** **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

## **5.3. Other Provisions Concerning Payments.**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

**5.3.2.** In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

**5.3.3.** In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

**6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

## **6.2. Ownership and Reuse of Documents.**

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

## **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **PROFESSIONAL** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

## **6.4. Successors and Assigns.**

**6.4.1.** **PROFESSIONAL** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **PROFESSIONAL** shall only subcontract for infrastructure repairs or modifications & cleaning only. All processing equipment shall be provided by the successful Proposer for this Contract.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

#### **6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

#### **6.6. Accuracy of PROFESSIONAL'S Work.**

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

#### **6.7. Security Clause.**

The **PROFESSIONAL** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

#### **6.8. Access to Records.**

The **PROFESSIONALS** and his sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.



## **6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. \_\_\_\_\_ are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

## **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

- 7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## **SECTION 8 - SPECIAL PROVISIONS**

- 8.1. This Agreement is subject to the following provisions.
  - 8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):**

Signature: \_\_\_\_\_  
LINDA GORTON, MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ABIGAIL ALLAN, COUNCIL CLERK

**PROFESSIONAL ( \_\_\_\_\_ ):**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
COUNTY OF ( \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ for  
and on behalf of \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY