



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #45-2024 Municipal Solid Waste & Wastewater Sludge Disposal & Transfer Station Operations** 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 **October 7, 2024**. 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Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.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.***

***Pre-proposal meeting and site visits:***

***Pre-Proposal: 9:00 AM August 12th @ Division of Waste Management 675 Byrd Thurman Dr. Lexington KY. 40510***

***Site Visits to the following locations will immediately follow the Pre-Bid Meeting in this order:***

***Transfer Station - 1505 Old Frankfort Pike, Lexington KY. 40504***

***Town Branch Treatment Plant – 301 Jimmie Campbell Dr. 40504***

***West Hickman Treatment Plant – 645 W. Hickman Plant Rd. Nicholasville, KY. 40356***

## **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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

**SELECTION CRITERIA:**

See page 44

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

**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 Procurement  
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 Procurement, (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 Procurement 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.

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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: \_\_\_\_\_

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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.*

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Signature

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Name of Business

## WORKFORCE ANALYSIS FORM

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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	
Administrators																
Professionals																
Supervisors																
Foremen																
Technicians																
Protective																
Para-																
Office/Clerical																
Skilled Craft																
Service/Mainten																
<b>Total:</b>																

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

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT  
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 Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
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 Procurement (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 Procurement 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 MWBDE 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 MWBDE 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 Procurement  
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 Procurement):

***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 define 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>)

Business	Contact	Email Address	Phone
<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>	Derrick Dowell	<a href="mailto:ddowell@tsmsdc.net">ddowell@tsmsdc.net</a>	502-365-9762
<b>Small Business Development Council</b>	Tonya Parsons UK SBDC	<a href="mailto:tonya.parsons@uky.edu">tonya.parsons@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Devanny King	<a href="mailto:devanny.king@cvky.org">devanny.king@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Tony Yousseff	<a href="mailto:tyouseff@ky.gov">tyouseff@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>	Lynnise Smith	<a href="mailto:lsmith@wbec-orv.org">lsmith@wbec-orv.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Singer.Buchanan, Kentucky Finance and Administration Cabinet	<a href="mailto:Singer.Buchanan@ky.gov">Singer.Buchanan@ky.gov</a>	502-564-2874
<b>National Women Business Owner’s Council (NWBOC)</b>	<a href="http://www.nwbo.org">www.nwbo.org</a>	<a href="mailto:info@nwbo.org">info@nwbo.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



## 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 Procurement 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 Procurement 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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

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

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

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Company

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Company Representative

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Date

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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 Procurement 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 MWBDE 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 MWBDE 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.

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Company

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Company Representative

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Date

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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

- (c) 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) 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) 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.
- (6) 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.

## **FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

## **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**

BIDDER/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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
CGL (including Products/Completed Operations)	\$1m per occurrence, \$2m aggregate
Auto Liability	\$1m per occurrence
Workers Compensation Employers Liability	Statutory Limits \$100k
Excess/Umbrella Liability	\$10m per occurrence.
Professional Liability	\$1m per claim
Environmental (Pollution) Liability (including transportation/disposal of hazardous materials, including asbestos)	\$5m 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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by 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 BIDDER/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

### 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

BIDDER/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

CONTRACTOR 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

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

00548704

## SCOPE OF SERVICES

### Introduction

This solicitation seeks proposals from qualified Bidder(s)s to provide long-term waste disposal services for the Lexington-Fayette Urban County Government (LFUCG). The service to be procured also includes the management of LFUCG transfer station operations, at 1505 Old Frankfort Pike. The current contract for service is set to expire on July 4, 2025. This Scope of Services provides information related to the current operations, a description of services, operational requirements, and expectations, required permits and plans, and requirements with respect to disposal facilities used by the Bidder(s) for LFUCG waste.

### Background

The LFUCG, an urban county government, serves a population of approximately 337,174 citizens (2025 Projection KY State Data Center) in the central bluegrass region of Kentucky. The LFUCG operates an established municipal solid waste management program with curbside collection of waste, recyclables, and yard clippings. Materials collected flow to multiple facilities, with recyclables going to the Materials Recovery Facility, the yard clippings going to the LFUCG's composting facility, and solid waste going to the transfer station. The LFUCG also operates a drop off facility for electronic waste in addition to other special services like pickups for bulky items and white goods.

Lexington's Division of Waste Management provides collection services for both residential (refuse, recycling, yard and bulky waste) and commercial customers (roll carts and dumpsters). The fourth largest division in the city, and the largest municipal operation in the Commonwealth, the Division of Waste Management oversees a regional recycling facility, an electronic recycling facility, composting operation, permit compliance for two closed landfills, and the bidder(s) operated transfer station denoted in this request for proposal.

The Division of Waste Management has a full-time staff of 239 employees, 60 seasonal workers, and 100 temporary day laborers engaged in waste collection services (including refuse, recycling, yard waste, bulky/overflow, and commercial business services). Lexington's refuse fleet includes over 128 refuse trucks (front loaders, side loaders, rear loaders, knuckle booms, and hook lifts).

The Division provides service to approximately 100,000 locations each week and twice per week service to 4,000 businesses, with over a million containers serviced each month. The city averages an additional 1,500 residential households per year from growth and the expansion of services.

The LFUCG owns the solid waste transfer station facility at 1505 Old Frankfort Pike which serves as the hub for consolidation of solid waste which is eventually transported to an out-of-county landfill for disposal. For fiscal year 2025, the LFUCG projects sending approximately 180,000 tons of municipal solid waste through the facility, in addition to tires, appliances, construction and demolition debris and other items – this represents roughly 85% of the material received at the facility, with the rest hauled by private firms servicing Fayette County residents and individual Fayette County residents.

For more information about the division and its programs, various documents including the Five-Year Plan (2023-2027) and a 2022 Waste Characterization Study, are available on the Division of Waste Management's website:

[Waste Management | City of Lexington \(lexingtonky.gov\)](https://www.lexingtonky.gov/waste-management)

This request for proposal also covers the disposal of municipal wastewater treatment plant (WWTP) sludge from two facilities operated by the Division of Water Quality: the Town Branch WWTP located at 301 Jimmie Campbell Drive, Lexington KY Lisle Industrial Avenue; and the West Hickman WWTP located at 645 West Hickman Plant Road, Nicholasville, KY.

## Description of Services

The LFUCG is requesting proposals for the operation of the transfer station, and the disposal of wastes processed through the facility that cannot otherwise be beneficially reused or recycled. It is a goal of the LFUCG to recover, reuse, or recycle as much of the waste stream as is reasonably possible.

The successful bidder(s) will provide two primary services to LFUCG:

**Municipal Solid Waste disposal operations (Schedule A):** consisting of operating the LFUCG transfer station, as well as transportation of waste from the LFUCG transfer station to a permitted contained landfill, or other suitable facility, for proper disposal, and all costs and fees associated.

**Municipal Wastewater Sludge disposal operations (Schedule B):** consisting of transportation of sludge and screenings from the respective treatment plant facilities to a permitted contained landfill, or other suitable facility, for proper disposal, and all costs and fees associated.

Municipal Solid Waste disposal operations (Schedule A) and Municipal Wastewater Sludge disposal operations (Schedule B) have been purposefully separated. **Bidder(s) may choose to submit a bid proposal for one or both operational schedule(s).** LFUCG reserves the right to issue a single contract for both services or one contract for each operational schedule of service.

The round-trip travel time to the disposal site and the available amount of hauling assets greatly influences the level of service offered by prospective bidder(s)s and will be carefully considered when evaluating the qualification of a projective bidder(s).

**A Preliminary Operations Plan of how the bidder(s) will provide all the required services to include equipment and personnel to be used, and a complete fee schedule for providing all necessary services must accompany the proposal.**

The Bidder(s) shall be required to secure the waste once it is loaded in the transfer trailer. Trailers must have covers that are free of holes (No mesh) and can be securely fastened down.

The Bidder(s) must provide an after-hours number or point of contact where a contact person(s) can be always reached including holidays and weekends.

The Bidder(s) primary contact person will be called to review the weekly progress, to request extra tractor trailers on busy waste days, and to report any type of complaint.

The Bidder(s) must show by past performance that the company can perform a contract of this magnitude. A reference listing of other cities, towns, or communities, including contact persons (indicate title, and telephone numbers), where the organization now provides similar services must be included in the proposal. This information should be contained in Section 1 Company Background and Qualifications.

The bidder(s) must comply with all rules and regulations established by the local, state, and federal laws. The bidder(s) shall be responsible for all permits required to provide this service. Solid Waste Transfer Stations are regulated by the Kentucky Energy and Environment Cabinet, under the primary regulation 401 KAR 47:110 which establishes permitting and operating requirements. However, as outlined in 401 KAR 47:110, there are related regulations associated with the operation of Transfer Stations including, but not limited to KRS Chapter 224, Environmental Protection (including Subchapter 43, Solid Waste). Management and disposal of all wastes must follow Kentucky state laws and applicable city ordinances (including but not limited to Chapter 16A, Hazardous Materials). LFUCG anticipates that operations covered under this RFP are expected to remain substantially like current operations with exceptions for: Population and service area growth in the county. LFUCG reserves the right to negotiate any needed changes that may arise because of this during the terms of this contract.

Bidder(s)s may suggest improvements or innovative operational methods or considerations if applicable. Operations will be conducted pursuant to the finalized Operations Plan to be developed by the Bidder(s) and approved by LFUCG.

The Bidder(s) must always provide an onsite supervisor at the transfer station to enforce traffic, environmental, and other facility policies. Bidder(s) staffing at the transfer station is expected to include at least one supervisor/senior equipment operator, at least one floor spotter/equipment operator and one environmental enforcement supervisor who manages driver enforcement, water system management, litter management, etc.

Materials which may be delivered to the transfer station include, but are not limited to the following:

- Residential and commercial municipal solid waste
- Used tires
- Properly contained asbestos
- Bulky items such as furniture, mattresses, pianos, etc.
- Car parts such as car seats, exhaust pipes, window glass and doors.
- Plumbing fixtures
- Materials from special projects such as cleanups of illegal dumps
- Petroleum contaminated soil
- Debris collected through street sweeping activities, litter abatement activities, and the like.

The transfer station shall be operated year-round, excluding predetermined holidays as established by LFUCG. LFUCG reserves the right to close the solid waste transfer station during extreme or adverse weather conditions and for maintenance.

The transfer station must be in operation to receive incoming waste during the following hours (major holidays excluded):

- Monday – Friday 6:00 a.m. to 5:00 p.m.

- Saturday 6:00 a.m. to 1:00 p.m.

The Bidder(s) may choose to have extend hours outside of these minimum hours of operation, during extended hours bidder must:

- Be following all regulations for operations as applicable.
- Non-emergency related extended hours should be posted and adhered to by Bidder(s).
- LFUCG shall be provided notice of any "Routine" extended hours.
- Extended hours more than 16 hours per day subject to LFUCG review and approval.
- Extended hours will not be considered justification for cost increases or adjustments to the contract or rates.

**Unloading Rights of LFUCG:** The Bidder(s) is responsible to ensure LFUCG trucks are unloaded in a timely manner (1 hour or less), or be subjected to monetary penalties.

During emergency weather events and holiday makeup days, LFUCG may require extended hours of operations with the facility opening before or remaining open after normal business hours.

The Bidder(s) will provide, manage, and maintain all equipment and the overall transfer station facility, see Transfer Station Area Limits Exhibit. The bidder(s) will assume responsibility for the routine maintenance and repairs, security, odor control, and litter abatement of the facility. The bidder must keep the transfer station in compliance with all applicable codes and regulations. The Bidder(s) shall include in the monthly report a summary of any damage and repairs to the facility. Any significant damage or accidents shall be reported to LFUCG within 24 hours. LFUCG will conduct weekly inspections and note areas of concern and deficiencies. Failure to address issues, may result in LFUCG correcting the item at our expense and "Back charging". Repeated failures may be considered a "Failure to perform".

**Capital Repairs and Improvements:** Repairs or improvements to the facility that exceed \$20,000 will be considered a Capital repair. LFUCG will be responsible for the cost of Capital Repairs and Improvements. The exception will be if a delay or failure to perform routine maintenance results in a repair that exceeds \$20,000. The bidder may be held responsible in part or whole for the cost of the repair due to failure to maintain.

LFUCG will review the status of maintenance items during weekly walk-throughs, and Quarterly Inspections.

The bidder and LFUCG will conduct an initial walk-through and inventory at the beginning of the contract period. At the end of the contract term the Bidder(s) shall return the Transfer Station(s) and equipment to LFUCG in the same condition as accepted at the beginning of the contract term. Transfer Station Lease Agreement will be required as a component of the contract, the lease is available upon request.

LFUCG reserves the right to access the Transfer Station(s) at any time.

As part of managing operations at the transfer station, waste shall not be left on the tipping floor overnight or during any periods where the transfer station is not in operation.

The proposal requires an adequate number of trailers to be used to load and store all solid waste during the workday. Adequate tractors and trailers shall be provided to successfully move the

anticipated volumes. The Bidder(s) will provide an additional walking floor trailers in the event of excess MSW on occasion and for the hauling of MSW as well.

**The Bidder(s) shall ensure that no MSW remains at the transfer station during non-operational hours or whenever the facility is unstaffed.**

The transfer station will be dedicated to the waste disposal needs of Fayette County. Receipt of waste from other entities or third-party collectors operating in Fayette County will be subject to approval by LFUCG. The Bidder(s) if they are also a MSW operator, collector, or hauler may not process MSW at the transfer station that does not originate in Fayette County. The Bidder(s) shall require all other entities and third-party collectors to attest in writing and keep on file that all MSW being received at the transfer station originates in Fayette County. Failure by the bidder(s), other entity, or third parties to comply may result in penalties or loss of future access to the transfer station. LFUCG will not be responsible for reimbursement to the bidder for any waste they accept that does not meet these requirements.

The Bidder(s) must provide a Saturday “Free Dump Day” for Fayette County residents at least once per quarter. That date must be coordinated with the Director of Waste Management at least 45 days in advance, to ensure sufficient public notice can be issued by LFUCG.

### **Environmental and Operational Expectations**

The Transfer Station facility currently has a customized water collection and management system: the Leachate Pump Station, the First Flush Storage Tank, and the Level Spreader Systems designed to separate stormwater and leachate and dispose of each waste stream into the correct collection system. This water collection and management system will need to be operated and maintained by Bidder(s) under this scope of work. The system includes a series of stormwater trench drains, collection areas and conveyances including but not limited to:

- Two exterior trench drains known as the upper and lower trench drains for the management of stormwater run-on (upper drain) and leachate (lower drain)
- An interior water collection trench located in the loading bay
- A leachate pump station which conveys leachate from the lower loading bay to an underground holding tank (known as the First Flush Storage Tank)
- A level spreader for the management of stormwater run-on
- A leachate pump station which conveys water from the holding tank to the sanitary sewer through an Industrial Users Wastewater Discharge Permit.

This water collection and management system will need to be cleaned, maintained and operated by the Bidder(s). Operating the system requires daily maintenance and oversight; however, during precipitation events the system will need to be more closely monitored and maintained for successful operations. Operating guidelines available upon request.

In addition to the Operations Plan that will need to be developed, the Bidder(s) will need to meet the following expectations:

- Obtain and/or update the operating permit through the Kentucky Division of Waste Management (Form DEP 7059, Registration for a Registered Permit-By-Rule Solid Waste Transfer Station, Convenience Center, and Recycling Center).

- Obtain and/or update the existing LFUCG Industrial User Wastewater Discharge Permit for the management of leachate and impacted stormwater. Please note that this permit will include discharge limitations, monitoring and reporting requirements. Current permit available upon request.
- Prepare a Stormwater Pollution Prevention Plan (SWPPP).
- Mobile delivery of fuel is acceptable; however, if the operator intends on storing fuel onsite for equipment, the fuel will need to be stored in a double walled aboveground storage tank or tank with secondary containment. If petroleum storage exceeds 1,320 gallons, the operator will also need to prepare a Spill Prevention Control and Countermeasures Plan (SPCC).

Please note that the facility does not currently have a Stormwater Kentucky Pollutant Discharge Elimination System Permit (KPDES), nor any other regulatory required operating permits. Should conditions or regulations change such that a KPDES or other operating permits are necessary, it will be the Bidder(s)'s responsibility to obtain and maintain the permits, including completing any requirements associated with the permit.

**Additional Transfer Station(s):** LFUCG reserves the right to construct additional transfer station(s). LFUCG will provide a minimum of six months' notice prior to initial operations of an additional Transfer Station(s). Upon notification Bidder(s) will have 60 days to submit a request for any contract adjustments required to operate the additional Transfer Station under these same terms. Any requested adjustment shall be documented and justified. If LFUCG proceeds with construction of a Transfer Station, LFUCG will invite and expect the Bidder(s) to fully participate in an advisory role in the design development process, at no cost to the Bidder(s).

### **Wastewater Treatment Plant Sludge Transfer and Disposal Operations**

LFUCG Operates two municipal wastewater treatment plants. Both plants operate 24/7/365. The treatment plants will process sludge according to whatever schedule is necessary to assure proper sludge removal from the plants, generally Monday 4:00 AM through Saturday 12:00PM. These plants do not have suitable facilities for the extended storage of processed (dewatered) sludge. During this production time loaded trailers must be removed from the treatment plants within four hours of notification. Any sludge produced outside of these times is exempt from the four-hour limit but must be removed by 8:00 AM on Monday. Treatment plants will process the sludge and load the trailers, the waste hauler must provide the trailers. The sludge hauler must provide enough trailers for continuous, uninterrupted sludge processing Monday through Friday on whatever schedule the plants are processing sludge. Failure to provide sufficient trailers available for LFUCG's sludge processing needs will be considered a failure to perform.

Any request for a new waste profile certification and/or an existing waste profile recertification/renewal required by the receiving landfill ( i.e. new special waste profile, special waste profile recertification/renewal, special waste disposal authorization, radioactivity profile, chemical profile, Toxicity Characteristic Leaching Procedure (TCLP), Paint Filter analysis, etc.) must be communicated to LFUCG in writing at least 30 days prior to the due date/expiration date of such certification/recertification.

**Town Branch Treatment Plant, 301 Jimmie Campbell Dr.**

- Transport is limited to tractor and dump trailer. Dump trailer height is limited to 11 feet, nine inches. Dump trailer length is limited to 34 feet.
- Town Branch treatment plant will generate a minimum of 2 trailers per day and a maximum of 4 trailers per day.
- Provide a 20 or 30-yard roll back trailer for “Grit and Rag” sludge residue waste. Service as needed. Billed at same hauling and tipping rate as sludge, with no other associated fees.

<b>Town Branch TP Annual Sludge Disposal</b>		
<b>Year</b>	<b>Tons</b>	<b>YOY Change %</b>
2020	7999.96	-
2021	8466.90	5.8%
2022	9355.72	10.5%
2023	10249.18	9.5%
<b>Average</b>	<b>9017.94</b>	<b>8.6%</b>

#### **West Hickman Treatment Plant, 645 W. Hickman Plant Rd.**

- Transport is limited to tractor and dump trailer. Dump trailer height is limited to 11 feet, nine inches. Dump trailer length is limited to 24 feet, 6 inches.
- West Hickman treatment plant will generate an estimated minimum of 4 trailers per day and an estimated maximum of 6 trailers per day.

<b>West Hickman TP Annual Sludge Disposal</b>		
<b>Year</b>	<b>Tons</b>	<b>YOY Change %</b>
2020	20,942.97	
2021	19,575.07	-6.5%
2022	18,630.58	-4.8%

2023	17,265.89	-7.3%
<b>Average</b>	19,103.63	-6.2%

## **Disposal Facilities**

All Bidder(s)s must clearly identify all primary disposal options they intend to utilize if awarded this contract. Each primary disposal option identified must include a written narrative describing:

- The location of the disposal option;
- The type of facility (landfill, incinerator, energy recovery, etc.);
- The legal owner(s) of the disposal facility;
- The Bidder(s)'s contractual relationship with the legal owner(s) of the disposal facility;
- Operational permit reference number(s);
- The available capacity of the disposal option;
- The duration for which the stated capacity is expected to be available;
- The exclusivity of capacity for LFUCG's use throughout the duration of this contract;
- Any disposal cost impacts to LFUCG in the event that the identified disposal option is utilized by the Bidder(s).

All disposal options identified by a Bidder(s) must be viable so that service to the LFUCG is uninterrupted. Capacity at the receiving facilities must be assured and documented through the locality's solid waste management plan.

The bidder(s) may at their discretion dispose of the Municipal Solid Waste and Wastewater Treatment Sludge at separate facilities. In this instance the Bidder(s) shall provide all the required documentation for each primary and alternative facilities it intends to use for each type of waste.

## **Alternative Disposal Facilities**

The Bidder(s) must provide assurances that sufficient alternative disposal options are available in the event that the primary disposal facility is unusable. Alternatives must be viable so that service to the LFUCG is uninterrupted. Capacity at the receiving facilities must be assured and documented through the locality's solid waste management plan, through the initial term with a required update if extensions are executed.

## **Notices of Violation**

Proposals must include a listing with pertinent details of any Notices of Violation for any facilities operated or proposed for utilization by the Bidder(s) that would receive LFUCG waste. The bidder(s), once selected, must further agree to notify the LFUCG within twenty-four (24) hours of any Notices of Violation issued by any regulatory agency to any operation or facility being utilized for the transfer or disposal of solid waste associated with this RFP.

## **Subcontractor(s)**

If a Bidder(s) intends on using one or more subcontractors for regular operations (outside of interim Operations and Maintenance activities), it must be stated in the proposal response. The proposed subcontractor(s) should be named and identified in the proposal along with a description of their role and responsibility and approximate percentage of work being completed by the Subcontractor. Experience and qualifications for any subcontractors should be provided. In addition, the proposal should describe the proposed business arrangement between the prime bidder(s) and each subcontractor. LFUCG must approve of any subcontractors. Subcontractors are expected to be subject to all applicable obligations, requirements, and limitations of the Service Contract; however, the Bidder(s) is fully responsible for any and all obligations owing to Subcontractors and the acts and omissions of its subcontractors. LFUCG reserves the right to continue any current or engage in future business or other relationships with subcontractors that the Bidder(s) may choose to partner with in this contract.

## **Term of Service**

The LFUCG seeks to enter into a three-year agreement with the Bidder(s), with an option to renew the agreement for (2) additional three-year terms.

The Bidder(s) will begin work on or before July 5, 2025.

Should the need arise due to any unforeseen capacity constraints within the current operation. LFUCG may request the Bidder(s) initiate operations earlier under the terms of the contract agreement. The Bidder(s) should be prepared to begin work as soon as possible to ensure service levels are maintained to provide a seamless transition for Lexington's citizens; avoiding any interruption of services.

## **Continuity of Service**

Bidder(s) shall ensure continuity of the waste disposal services provided herein during the operating hours, and sludge transfer deadlines, described herein. LFUCG reserves the right to take all reasonable measures to ensure continuity of service to the maximum extent practicable, including but not limited to, re-bidding the services or awarding an emergency contract to another entity, in the event LFUCG determines that continuity of service may be in jeopardy for any reason. Notwithstanding anything provided herein to the contrary, the LFUCG may cancel any agreement or lease awarded pursuant to this RFP due to Bidder(s) failure to maintain continuity of service, at the sole discretion of LFUCG, by providing written notice to the Bidder(s), giving at least seven (7) days notice of the proposed cancellation and the reasons for same, with no opportunity to cure, unless otherwise provided by LFUCG in its sole discretion.

## **Payments**

The LFUCG will enter into a contractual agreement with the Bidder(s). The payments for this service will be primarily based upon the weight (\$/ton) of waste crossing the scales at the transfer station, while allowing for a full pricing schedule for the items listed above, and accounting for any tonnages diverted from the waste stream. Invoicing and payment shall be done monthly concurrent to the required monthly record keeping periods.

## **Annual Price Adjustment**

Due to the long-term nature of this contract the bidder shall be afforded the opportunity to request an annual price increase to be effective in the following fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup> of the following year). The request shall be submitted No-Later-Than April 1<sup>st</sup>. The bidder shall provide sufficient documentation and justification for the requested increase. The increase shall be capped at the prior three months average of the “12-month unadjusted Consumer Price Index” as published by the U.S Bureau of Labor Statistics.

## **Form of Proposal and Evaluation Criteria**

An award under this RFP will not be based solely on the lowest price but will be made to the respondent with the overall best value proposal. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

Proposals should be delineated into these sections; these sections correspond to the basis for evaluation and scoring of the proposals:

### **1. Company Background and Qualifications. (20%)**

- a. Specialized experience and technical competence of the person(s) or firm(s) (including a joint venture or association) with the type of service required.
- b. Background and Qualifications on key staff responsible for the management and oversight of all operations covered under this proposal.
- c. Background and Qualifications for any Sub-Bidder(s)s that will perform more than 20% of the operations covered under this proposal.
- d. Capacity of the person(s) or firm(s) to perform the work, including any specialized services, within the time limitations.
- e. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, ability to ensure continuity of service, and ability to meet schedules.

### **2. Preliminary Operational Plan\*. (40%)**

- a. Management & staffing plan
- b. Transfer Station Operations
- c. Wastewater Sludge Operations
- d. Transportation and Hauling Operations
- e. Landfill agreements & capacity (primary and alternate)
- f. Environmental Impacts: Minimization of overall environmental impact through transportation efficiency (rail transport, use of alternative fuels, etc.), beneficial reuse of waste materials, waste diversion, energy recovery, and reduced waste generation.

*\*Preliminary Operational plan should be sufficiently detailed enough to allow for review and evaluation of the proposed operational plan. It should also accurately represent the Bidder(s)'s intended operations. If the Bidder(s)'s final operational plan submission significantly deviates from the preliminary operational plan submitted during bidding process, LFUCG reserves the right to disqualify the Bidder(s) and enter negotiations with the next most qualified Bidder(s).*

### **3. Cost of Services. (40%)**

- a. Cost to transport and dispose of waste (**Complete fee Schedule A and B**)

Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing or incomplete responses. All costs of services provided in the bid shall be the Bidder(s) best and final offer and will not be negotiated after the bid is awarded, except as otherwise provided for annual price adjustments.

### **Record Keeping and Access**

Proposals must assure the LFUCG shall have the right to inspect any or all of the records related to this service during normal business hours or when there is activity of any kind at the transfer station or disposal facilities.

Proposals must provide for accurate reporting. The Bidder(s) will be required to submit monthly reports to the LFUCG detailing the quantity and types of residential and commercial waste and other materials delivered to the transfer station and the amounts received from Non-LFUCG entities. Monthly Invoicing shall cover the same dates as the monthly reporting for LFUCG auditing purposes.

The Bidder(s) will also be expected to provide pertinent data to the LFUCG in support of the Area Solid Waste Management Plan reports required by KRS 224.43-310.

### **Performance Bond**

The Bidder(s) will be required to provide a performance bond in the amount of **\$1,500,000** prior to execution of the contract. The bonding shall be continuous for the term of the contract.

### **Protection of Work and Materials**

The Bidder(s) will be solely responsible for the care and protection of all work and waste handled under the contract. All damages incurred under the terms of this contract will be remedied at the bidder(s)'s expense.

**Schedule A**  
**Municipal Solid Waste Transportation and Disposal Fees**

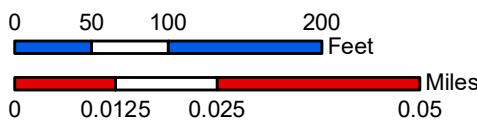
Item	Units	Unit Price Transport	Unit Price Disposal	Unit Price Total
Municipal solid waste	tons	\$	\$	\$
Tires (individually)	each	\$	\$	\$
Tires (by the ton)	tons	\$	\$	\$
Contaminated soils	tons	\$	\$	\$
Asbestos	tons	\$	\$	\$
Special wastes	tons	\$	\$	\$
Auto gas tanks	each	\$	\$	\$
1 & 2 lb LP tanks	each	\$	\$	\$
CDD material	tons	\$	\$	\$
20 lb propane tanks	each	\$	\$	\$
Host Fee to be <i>paid to LFUCG</i> for non-LFUCG waste processed through Transfer Station			tons	\$

**Schedule B**  
**Municipal Wastewater Sludge and Screenings Transportation and Disposal Fees**

Item	Units	Unit Price Transport	Unit Price Disposal	Unit Price Total
Municipal sewage sludge	tons	\$	\$	\$

4876-7973-9602, v. 2

# Transfer Station Area Limits Exhibit



**Transfer Station - 1505 Old Frankfort Pk**



6/20/2024

Note regarding the hatched area: The Bidder is responsible for this area per the terms and conditions noted in the RFP and Contract. LFUCG reserves the right to REMOVE all or part of this area from the contract and lease with 90-day notice to the Bidder. If LFUCG exercises this right and removes this area, there will be no fiscal adjustment increase or reduction to any rates to account for the removal.

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
PROCUREMENT

## **ADDENDUM #1**

RFP Number: #45-2024

Date: August 20, 2024

Subject: Municipal Solid Waste & Wastewater Sludge Disposal & Transfer Station Operations

Address inquiries to:  
Todd Slatin  
(859) 258-3320  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

1. Posting of Q and A Doc, updated bid schedule and sign in sheet. Extension of Q and A Deadline to 9/3/2024 by 2pm EST.

A handwritten signature of Todd Slatin.

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



**Q1: What is the manufacturer, model, and age of the scale system at the Transfer Station?**

A1: The scale system at the Transfer Station was installed during the construction of the current transfer station in the mid-late 1990's. Many components (Hardware and Software) have been replaced and upgraded as needed. The operating/billing software is normally provided by and maintained by the contracted vendor operating the Transfer Station. The manufacturer is Mettler-Toledo Model IND560 Harsh.

**Q2: Who is responsible for maintaining the scale at the Transfer Station?**

A2: Previously, LFUCG and the contract vendor have split costs. This has led to confusion over which party is responsible for which repairs. As part of this RFP, the selected bidder will be responsible for all maintenance consistent with the maintenance terms and levels outlined in the RFP, i.e. <\$20,000 Capital Repairs. A copy of these maintenance records for the scale should be kept onsite and available for LFUCG review.

**Q3: Who is responsible for calibration and certification of the scale at the Transfer Station?**

A3: The selected bidder will be responsible for all required calibration and certification of the scale system. A copy of all these records should be kept onsite and available for LFUCG review.

**Q4: Clarification of limitation on waste that originates outside of Lexington-Fayette County.**

A4: It is not the intent of the LFUCG Transfer Station to be a Regional Transfer Station. The LFUCG Transfer Station is for the receipt and processing of waste from within Lexington-Fayette County to meet statutory requirements for waste disposal.

All waste processed through the LFUCG Transfer Station is subject to LFUCG's Solid Waste Management Plan. The RFP stipulates that waste from outside Lexington-Fayette County must be approved by LFUCG as the Local Solid Waste Authority and they must be tracked by the selected bidder.

Due to significant growth that has occurred and is expected to continue to occur along the Lexington-Fayette County line, it is reasonable to expect 3<sup>rd</sup> party solid waste collectors to operate routes that straddle county boundaries to utilize the LFUCG's Transfer Station. LFUCG is setting a limit of 5% of the total waste processed by the LFUCG Transfer Station that may originate outside Lexington-Fayette County. This limit will go into effect with this contract. This amount allows for operational efficiencies of 3<sup>rd</sup> party solid waste providers servicing routes that straddle the county lines. Selected Bidder will be required to establish a process for tracking "Mixed" loads. LFUCG will review with the potential for adjustment the 5% limit with the selected bidder after (6) month and then annually after the initial review.

The Local Solid Waste Authorities within other jurisdictions have a statutory responsibility under their Solid Waste Management Plans to provide for the proper disposal of waste generated within their jurisdiction. Waste originating outside of Lexington-Fayette County should be managed according to the Solid Waste Management Plan within the originating jurisdiction.

**Q5: Is Construction Demolition Debris (CDD) allowed to be accepted at the Transfer Station?**

A5: Yes, non-hazardous CDD, as defined by Kentucky Energy and Environmental Cabinet (EEC), is allowed. LFUCG recommends and will support the selected bidder in putting quantity, size, and type restrictions on CDD receiving at the Transfer Station, subject to LFUCG approval. LFUCG does not want to restrict "DIY" and non-commercial quantities, i.e. pick- up or small trailer. LFUCG would support restrictions on larger dump style trailers utilized by contractors and commercial entities. Larger and bulk quantities of CDD as well as concrete with exposed rebar are known to cause damage and premature wear on the Transfer Station facility and equipment.

**Q6: Is Asbestos and Asbestos containing waste allowed to be accepted at the Transfer Station?**

A6: No, Asbestos and Asbestos containing waste should be referred to the nearest landfill accepting those wastes. See updated Pricing Schedule

**Q7: Is Contaminated Soil allowed to be accepted at the Transfer Station?**

A7: Only contaminated soil from LFUCG operations is required to be accepted at the Transfer Station. LFUCG will provide required contamination profile. Contaminated Soil from all other sources should be referred to the nearest landfill accepting those wastes.

**Q8: Can we utilize smaller or different style trailers than the trailers currently being used by the current Wastewater sludge hauler?**

A8: **Town Branch:** The current hauler utilizes a roughly 34' Trailer. Yes, smaller trailer may be used. The published anticipated trailer loads are based on the current trailer size. The fully loaded weight on those trailers is around 22 tons. There are only two loading bays at Town Branch. If smaller trailers are used, the hauler will be responsible for more frequent removal of the trailers. Town Branch could accommodate staging/parking for one additional trailer NOT in a bay to be loaded. The hauler may utilize any trailer that fits within the size limits. As noted above, smaller trailers will require more frequent swap outs for the hauler.

A8: **West Hickman:** The current hauler utilizes a roughly 24' Trailer. Yes, smaller trailer may be used. The published anticipated trailer loads are based on the current trailer size. There is only one loading bay at West Hickman. Currently, LFUCG uses a LFUCG owned Tug to shuttle full/empty trailers to and from the solids building to the upper lot. If the hauler uses a trailer that does not fit our current Tug, the hauler will need to supply a Tug for LFUCG use or provide staff to manage swaps when needed. This will occur multiple times a day at irregular intervals. If smaller trailers are used, the hauler will be responsible for more frequent removal of the trailers. West Hickman currently accommodates 5-6 trailers, one in the loading bay and 4-5 in the staging area. West Hickman would have to know the proposed size of the trailers before committing to accommodating more than the current limit of 5. The hauler may utilize any trailer that fits within the size limits published. As noted above, smaller trailers will require more frequent swap outs for the hauler.

LFUCG will allow for different size and types of trailers. Compliance with all DOT requirements for OTR transport of the Wastewater sludge remains on the hauler, and the hauler must remain in compliance with DOT requirements.

**Q9: How many tires are processed at the Transfer Station?**

A9: The current operator keeps a 40-yard dumpster at the Transfer Station for tires. On average a full 40-yard dumpster is filled each week with tires.

**Q10: Who is responsible when non-compliant waste is received or processed at the Transfer Station?**

A10: The selected bidder will be responsible for all operations at the Transfer Station. If the collector that brought the non-compliant waste to the Transfer Station can be identified the selected bidder may pursue as needed/allowed. This would also include instances where non-compliant waste is detected at the receiving landfill.

**Q11: Is the Above Ground Storage Tank (AST) threshold to require a Spill Prevention, Control, and Countermeasure (SPCC) requirements a single tank of 1320 gallons or a combination of tanks?**

A11: SPCC requirements apply to facilities with a total AST oil capacity of over 1,320 gallons in containers of 55 gallons or larger.

**Expansion on permits required, see Page 37: Add Waste Tire Permitting**

The Solid Waste Branch of the Energy and Environment Cabinet is now requiring the Transfer Station Operator to acquire a separate permit for Tire Waste Accumulator and Tire Waste Transporter under KRS 224.50-842 through 224.50-880. The selected bidder will need to register and comply with all these permit requirements as part of this contract.

<https://eec.ky.gov/Environmental-Protection/Waste/solid-waste/i-need-information/Pages/waste-tire-permitting.aspx>

**Schedule A (Updated Amendment 1)**  
**Municipal Solid Waste Transportation and Disposal Fees**

Item	Units	Unit Price Transport	Unit Price Disposal	Unit Price Total
Municipal solid waste	tons	\$	\$	\$
Tires (individually)	each	\$	\$	\$
Tires (by the ton)	tons	\$	\$	\$
Contaminated soils (LFUCG Only)	tons	\$	\$	\$
Asbestos	tons	\$ N/A	\$ N/A	\$ N/A
Special wastes	tons	\$	\$	\$
Auto gas tanks	each	\$	\$	\$
1 & 2 lb LP tanks	each	\$	\$	\$
CDD material	tons	\$	\$	\$
20 lb propane tanks	each	\$	\$	\$
Host Fee to be <i>paid to LFUCG</i> for non-LFUCG waste processed through Transfer Station			tons	\$

