



# Lexington-Fayette Urban County Government

## Request For Proposal

---

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2013 Composting – Yard Waste & Other Organics** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 1st, 2013**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #4-2013 Composting – Yard Waste & Other Organics**

If mailed, the envelope must be addressed to:

Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.**

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 City 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.***

### **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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting 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.

## **Contention Process**

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

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

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

## **SELECTION CRITERIA:**

1. Cost charged to LFUCG per ton.
2. Production Capacity of facility using the described method.
3. Quality & marketability of the final product.
4. Methods, controls and other supporting information pertaining to the processing of organic material.
5. Equipment list - suitability (item description, owned or leased, age, etc.) to the proposed processing method.
6. 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 and ability to meet scheduling.
7. Degree of local employment to be provided by the person or firm.

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

## **Questions shall be addressed to:**

Todd Slatin  
Acting Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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

**Continued on next page**



7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

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

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
Signature

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

**WORKFORCE ANALYSIS FORM**

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

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

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_

**Name & Title**

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

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

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

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

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

## Lexington-Fayette Urban County Government MBE/WBE Participation Goals

### PART 1 - GENERAL

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

### PART 2 - PROCEDURES

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

### PART 3 - DEFINITIONS

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

- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

#### PART 4 - OBLIGATION OF PROPOSER

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

#### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Proposer shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from

firms that were contacted indicating that they would not be submitting a proposal.

- D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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



**LFUCG**—Economic Engine Listings

Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington**—

Tyrone Tyra, Minority Business Development  
[tyra@commercelexington.com](mailto:tyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**

Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**

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

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

[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**

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

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

<b>MBE/WBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1.			
2.			
3.			
4.			

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

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

\_\_\_\_\_  
**By**

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

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

**LFUCG MBE/WBE SUBSTITUTION FORM**

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

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

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
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**

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

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

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



**MBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



attempted to bribe an officer or employee of the LFUCG.

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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

---

Signature

---

Date

## REQUEST FOR PROPOSAL

### COMPOSTING - YARD WASTE & OTHER ORGANICS

The Lexington-Fayette Urban County Government (LFUCG) is requesting interested parties submit qualifications for the comprehensive operation and management of a yard-waste processing facility. The yard waste composting facility is located on property adjacent to the recently closed Haley Pike construction-demolition landfill in eastern Fayette County. The primary source of organic material will be residentially-generated grass clippings, brush and leaves. The Lexington-Fayette Urban County Government is seeking a lease of 16 months, with the option of three, one (1) year renewals at the agreement of both parties. The Contractor shall commence operation of the composting facility on **May 1, 2013**.

#### **I. CURRENT FACILITY & PROGRAM DESCRIPTION**

- A. Current annual LFUCG yard waste tonnage is approximately 22,000 tons and future growth in program tonnage is anticipated. However, specific tonnage whether seasonal or annual cannot be guaranteed.
- B. Acceptable material:
  - 1. Residential yard waste - typically includes material such as grass and other green clippings, brush, leaves, tree limbs and larger tree cuts (stumps, trunk slabs, and long sections).
  - 2. Non-treated wood waste/saw dust, which can include tree waste, such as branches, logs, large trunk slices, stumps and trunk slabs and clean, clearly discernable, untreated/ unpainted dimensional lumber and trimmings.
  - 3. LFUCG-collected food organics - potential for a LFUCG food-organics pilot program in future.
- C. UNACCEPTABLE MATERIALS:
  - 1. Engineered wood products such as plywood, OSB and PSL and other composite materials are not accepted.
  - 2. Clean soil, dirt and sod are not accepted.
  - 3. Animal Manure - currently not accepted, but small quantities may be found mixed into loads. Loads containing manure must be treated separately to PSRP standards, like food-waste/yard-waste mixed loads (must be no more than 50 tons per month by permit.)
- D. PROGRAM & SITE DESCRIPTION:
  - 1. Note - LFUCG management will consult with/advise the contractor of any substantial changes in advance, except under Emergency conditions (per Bid pricing Option 2).
  - 2. Note - The LFUCG retains the operating permit with the Commonwealth of Kentucky Division of Waste Management. The LFUCG will retain responsibility for required regulatory testing and reporting.
  - 3. Incoming material will primarily consist of:
    - a. Grass
    - b. Leaves
    - b. Brush
    - d. Branches
    - c. Tree pieces - potentially including trunk sections as large as 5' x 6' in size.
  - 4. Contamination - the in-bound material loads contain discernable, but un-quantified, contamination.
  - 5. LFUCG packer trucks will deliver the material year round, with a standard schedule of Monday, Tuesday, Thursday, and Friday, however, can include Wednesday's and Saturday's, depending needs of Division of Waste Management.

Current schedule:

- a. Facility is operational and accepts material year-round, January 1 through December 31.
  - b. Monday, Tuesday, Thursday, Friday: 8:00 a.m. to 6:00 p.m.
  - c. First Saturday of each Month: 9:00 a.m. to 3:00 p.m.
  - d. Closed on Wednesdays
6. Scale and scale house - currently *attended*, but with closure of CDD landfill, might change to unattended scale operation in future.
7. Approximately 6 acres concrete paved pad, with limited area for expansion. LFUCG is planning a major renovation of the concrete pad in 2013 on a section-by-section basis. The project is expected to begin in spring, 2013 and run through early 2014. The disruption from this project has the potential to affect both operating efficiency and overall production capacity.
8. Concrete pad dimensions: 350' x 740'
9. Piles center temperature will be at a minimum monitored daily (using a valid and reliable random sampling method) explicitly for the purpose of reducing risk of spontaneous combustion ignition of fire.
- Maximum pile internal temperature allowed **160 ° F**
- Temperatures above this level requires active intervention by contractor to reduce risk of fire.**
10. Electric and water service is available for an office only, at Contractor's expense. Water service is not available for compost operation or fire control.
11. LFUCG provides roll-off and hauling service for residue.
12. Security comprises 2 electronic entry gates and cameras at scale house.
13. LFUCG inspectors will have free, unrestricted access to the entire facility. LFUCG will monitor and inspect the yard waste/organics composting facility to enforce regulatory compliance.
14. Site Layout and Recommendations:
- a. Large Static piles - Historical data indicates that static pile processing is most able to achieve production goals (see layout diagram in addendum).
    - i. Max pile height - 20 feet
    - ii. Max pile length - 500 feet
    - iii. Max side slope - 1:1 / 45 degrees
    - iv. Max base width - 50 feet
    - v. Minimum width of "open" pad border of a minimum of 5 - 10 feet between edge of piled material and outside edge of concrete (organics cannot come in contact with soil at pad perimeter).
    - vi. Aisles with minimum width of 20 feet between static piles kept open at ALL times for emergency vehicle access.
    - vii. Flat top - to support infiltration of moisture.
  - b. Processing & operating requirements. Complaints, property damage, and other special claims, which are initiated by private citizens, shall be processed through the Lexington-Fayette Urban County Government Department of

Environmental Quality & Public Works (see Addendum for violation and penalty schedule):

- i. Immediate processing site and adjoining fields (LFUCG and private property) shall have daily litter monitoring and collection.
  - ii. The Contractor shall not allow dust from vehicular traffic, earthwork or any process site operation to become a dust nuisance to off-site residences or hazardous to on-site personnel. Dust may be controlled by the appropriate application of water, quick growing vegetation or other approved methods.
  - iii. The Contractor is to have a water truck or other suitable equipment available at all times.
  - iv. The Contractor shall take steps to prevent attracting vectors to the site by good operating procedures. Elimination of stagnant water to discourage mosquito breeding and control of long-term brush piles that encourage rodent nesting is required, plus other measures for different types of vectors.
  - v. The Contractor shall not permit or engage in open burning of waste, brush or debris. Any open burning shall be immediately extinguished. The Contractor must provide own fire protection equipment and train all process site personnel on the proper use of such equipment.
  - vi. The Contractor shall be required to allow the Owner free access for inspection of the process site facility at all times, Owner's authorized representatives and to the proper representative of any authorized agency for the purpose of making such inspections as may be necessary to determine compliance with the requirements of any applicable statute, ordinance or regulation.
  - vii. When so directed by the Owner, the Contractor shall, within twenty-four (24) hours, begin corrective action against any non-complying condition. Failure by the Contractor to correct the condition shall result in the Owner taking whatever measure(s) necessary and deducting the cost claims from the Contractor's fee.
  - viii. The Contractor must keep an open and accessible dumping area with adequate space for a minimum of three days of un-ground material (in case of work stoppage due to equipment failure).
  - ix. Organic material must be ground within 48 hours of delivery to the compost pad.
  - x. In the event of mechanical breakdowns to the contractor's grinder, the contractor must have access to a back-up grinder within 24 hour to comply with the grinding standard.
  - xi. Space at both ends of each windrow must allow adequate space for emergency vehicle access.
  - xii. Compliance with all pertinent state and federal regulations is a fundamental operating requirement.
  - xiii. All finished product leaving sight must be documented and weighed on LFUCG landfill scales.
2. Contractor - sourced raw organics - The contractor is permitted to self-source a limited quantity of organic material for the following purposes:
- a. Support proper balance of material types for effective composting.
  - b. Support blending/creating a marketable product
  - c. LFUCG and Resident-sourced material takes priority in material processing and allocation of pad space. Contractor-sourced material cannot take priority over LFUCG and Fayette County residential material. Contractor-sourced inbound

material cannot displace in-bound or in-process LFUCG and/or residential material from the Haley Pike pad. The Contractor must immediately remove material, at Contractor's cost, from the pad to free up space for LFUCG-sourced material.

## II. SCOPE OF SERVICES REQUIRED

- A. The Contractor shall furnish all labor, materials, environmental and operating plans, equipment and pertinent temperature and product quality testing necessary to produce a safe and marketable product and maintain the program site in satisfactory condition, and ensure compliance with all local, state and federal safety and environmental ordinances, regulations, administrative orders, laws, rules and statutes.
- B. The Contractor shall provide for office, water, electric, fuel and other storage, site security and sanitary needs.
- C. The final product after processing should be homogeneous with consistent marketable quality, free of foreign material such as glass and plastic. The Contractor shall maintain all appropriate records to assure product quality and compliance with all pertinent local, state and federal ordinances, regulations, administrative orders, laws, rules and statutes (environmental, health/safety, commerce etc.).
- D. The Contractor will monitor, record and report compost processing sampling data daily and a monthly and annual summary of other operating data and information to LFUCG:
  - 1. Daily reports - processing sampling data based on detailed sampling SOP provided in the RFP proposal submission; date, time, sampling site and temperature.
  - 2. Monthly summary of operations including retention pond management (dates and volume of pond water diverted into HP landfill leachate control system), excess pile heat and/or pile fire events/outcome, equipment problems and repairs, production stoppages, notice of violations and remedies, and any other critical events, problems or issues that arise during the month.
  - 3. Annually -detailed list of customers receiving 20 tons or more of compost end-product per year.
- E. Access to the Haley Pike Waste Management Facility and, therefore, the compost site, shall be limited to the following:
  - 1. The Contractor can operate the processing system at own discretion to ensure the operation is safe, fire risk minimized and product quality maintained.
  - 2. The Contractor shall operate the material hauling aspect of the operation so that all loads of material can be received or shipped out between 6:00am and 8:00pm daily. LFUCG Inspectors will review gate activity reports to monitor compliance.
  - 3. For any *emergency* situation, the facility Owner may ask the Contractor to extend their hours of operation. For *special LFUCG projects*, the Owner may, with prior written notice of at least 48 hours, request the Operator to extend the hours of operation. The Owner reserves the right to set the holiday schedule.
- B. Retention pond and pumping system - will be operated and maintained by the Contractor. The Haley Pike Landfill does not have a discharge permit; this pump system is used to de-water the retention pond into the existing Haley Pike Landfill leachate management system.
  - 1. The Contractor will assume full responsibility for fuel and lubricants, preventive maintenance (labor, parts, supplies) and repair (labor, parts and supplies) of all equipment provided by LFUCG on the processing site.

Critical Equipment: Pump system motor is a Rainbow Manufacturing Co. Model # 0900.

2. The Contractor will be responsible for managing the retention pond levels and other elements of the processing site infrastructure. Contractor must monitor and inspect processing site's runoff control system, retention pond, pump system, water supply, electrical supply, concrete pad, and other site assets. Contractor will maintain close communication with LFUCG Inspectors regarding the status of the processing facility's infrastructure. Contractor will follow any and all directives given by Landfill Inspectors and/or LFUCG Management.

### III. MARKET DESCRIPTION, MARKET DEVELOPMENT & MARKETING PROGRAM

- A. The viability of organics diversion program depends primarily on the ability to economically process the material into a marketable product AND distribute the product to customers and end users. This proposal submission (without including proprietary information about specific customers or market channels) will provide a detailed discussion of the marketing program and markets:
  1. Known/existing markets for immediate dispersal of processed organic material (include capacity tonnage, quality requirements, seasonality, and other limiting factors). This must be a real, proven market, not a proposed market.
  2. Proposed market growth opportunities and potential (estimated tonnage, quality, application, seasonality constraints, and other limiting factors). Discuss market development plan and potential barriers to market development. Explain any potential action LFUCG might need to take to support development of new market development.
  3. Marketing Program - Clearly explain/describe the structure, staffing, processes and methods employed in promoting, selling and distributing material, reporting, customer service, quality standards and any other factors associated with marketing.
  4. The proposal submission should outline a marketing strategy to be used to distribute or dispose of the finished product. The Contractor must distribute enough material to comply with facility structure spacing requirements listed in the Scope of Services and with State Regulations.
- B. Excess material beyond pad maximum -
  1. The maximum capacity of the pad at any given time is 21,000 +/- tons. With two (2) processing cycles per 12-month period, the maximum production capacity for the existing/as-built facility is 42,000 +/- tons.
  2. When the pad stockpile of processing material approaches maximum capacity to provide room for new inbound organic material from LFUCG collections route, older/cured material must be removed from the Haley Pike Waste Management facility.
    - a. The Contractor can take finished compost product to an end customer or,
    - b. If a customer is not available to accept material at that time, the Contractor must be able to provide an alternative location to store finished material until product can be dispersed to the end customer. This cost cannot be charged to LFUCG.
    - c. Additional material (not LFUCG or Fayette County resident sourced) imported to the Haley Pike Compost facility, while acceptable to support the Contractor's process/production of a marketable product will be permitted with the following limitations:



- i. Contractor sourced & supplied organic material will be handled and processed at Contractor's expense, these costs will not be passed onto LGUCG.
- ii. The Contractor-sourced raw material cannot cause the compost pad to exceed capacity.

IV. THE PROPOSAL SUBMISSION:

- A. The submission will provide a detailed discussion of method of implementation (manpower, equipment, processing & operating schedule and methods, defined product quality and characteristics, data collection and reporting procedures, etc.) to be used to implement the organic material processing method specified herein.
- B. Contractor compliance with contract/proposal specifications and all pertinent ordinances, rules and regulations is expected, will be monitored and enforced. LFUCG inspectors will notify both the contractor/operator and LFUCG Division of Waste Management of any violations and a financial penalty levied (*according to the attached schedule*).
- C. The Contractor will include in the proposal submitted, an anticipated standard schedule of operation that encompasses anticipated *shipments in, unloading of raw material, material processing, and loading and out-shipment of finished product*. Likely alternative schedules can also be submitted. Any major changes to these standard and alternative schedules must be reviewed and authorized in advance by LFUCG management. During the hours of operation, the Contractor must provide on-site responsible appropriately certified supervision to manage operations and ensure proper monitoring and inspection of material and processing. At all other times, the premises shall be secured with fences and gates locked: no access to the facility will be permitted. Any individual residents or businesses (non-LFUCG vehicles) arriving at the scales to drop organic material after 6:00 p.m. Monday, Tuesday, Thursday and Friday, or 3:00 p.m. on the first Saturday each month, will be turned away without dropping the load of material.
- D. Describe in full detail the methods that will be used to compost the above material (include other info as needed to fully describe):
  - 1. Methods and process used: provide a comprehensive description of methods to be used based on specifications provided herein, including any deviations from those specific methods outlined within this specification, and justification/rationale for any deviations.
  - 2. Monitoring & control: comprehensive description of monitoring and controls (including and in addition to the controls specified in 6 - 10 below).
  - 3. Quality assurance methods with detailed description of finished product, how this finished product is produced and length of time needed to obtain a finished product.
  - 4. Staffing: provide description of staffing plan and qualifications for company senior management and all managers and supervisors associated to the compost operations.
  - 5. Equipment List:

***IMPORTANT - The contractor must have the equipment needed to enact this proposal in possession at the time the proposal is submitted. The LFUCG will not accept a proposal that cannot provide documentation showing ownership or existing leases for***

***the equipment specified in the equipment list: this documentation must accompany the proposal submission.***

6. Controls:
  - a. Fire Prevention and Control:
    - i. The Contractor must provide a system capable of/ sufficient to provide fire protection for an operation of this size. The contractor must provide and keep a current Fire Protection Plan for the entire yard-waste processing facility. Currently, the retention pond is used as a source of water for moisture management and fire suppression. Recent instances requiring LFUCG Fire Department action necessitated hauling water from a hydrant approximately 2 miles away.
    - ii. Proposal submission must include a copy of a Fire Prevention Plan used/in use at an organics processing site.
    - iii. The selected contractor must have a site-specific Fire Prevention & Control Plan ready to implement when the new contractor takes over operation of the LFUCG-Haley Pike organics processing facility. This fire prevention/control plan must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the plan will be provided.
  - b. Spill Prevention and Control:
    - i. The contractor must provide a spill/runoff protection plan that satisfies water quality control criteria.
    - ii. Proposal submission must include a copy of a spill/runoff protection plan used/in use/generic at an organics processing site.
    - iii. The selected contractor must have a site-specific spill/runoff protection plan ready to implement when the new contractor takes over operation of the LFUCG-Haley Pike organics processing facility. This spill/runoff protection plan must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the plan will be provided.
    - iv. Storage containers - must have and maintain all necessary safety and shipping certifications.
  - c. Safety:
    - i. The contractor must have an active, aggressive personal safety program ensuring both the safety of workers, drivers, inspectors, the general public or other visitors to the site, and compliance with KYOSH regulations.
    - ii. Proposal submission must include a copy of pertinent safety SOP's for operating an organics processing site.
    - iii. The selected contractor must provide site & process-specific safety SOP's for operating the Haley Pike organics processing site when the new contractor takes over operation of the organics processing facility. These safety SOP's must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the SOP's will be provided.
  - d. Other Required Controls:
    - i. Proposal must address issues pertaining to the following potential problems and issues associated with operating an organics processing facility.

- ii. Nuisances-hazards control - e.g. odor, slippery conditions, holes in pavement, vehicle and traffic management. Proactively identify potential risks and provide methods and procedures to control.
- iii. Dust control - dust monitoring and control methods and procedures.
- iv. Vectors control - identify vectors and associated monitoring and controls.
- v. Litter - The Contractor shall be responsible for the prevention, collection and disposal of all litter on the process site. At no time should litter go beyond forty-eight (48) hours without being picked up. The access road to the processing site shall be policed daily for any litter.
- e. Include any other controls or procedures considered important to your process.

**7. All submissions must include the following information:**

**a. ORGANIZATION INFORMATION**

Name and Address of Organization

Provide an organizational chart and a list of personnel that would be providing service to Lexington-Fayette Urban County Government. Please provide a resume detailing the qualifications for each of the above listed personnel.

**b. PERFORMANCE RECORD:**

Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work, ability to meet schedules and/or compliance with contractual requirements and pertinent regulations.

Provide references on comparable projects (a minimum of 5).

V. **PRICING AND OWNERSHIP:**

A. The bidder will retain 100% ownership of the processed material with the exception of up to 500 tons per year, which the LFUCG will retain. The LFUCG provides compost to citizens during several giveaways throughout the year (currently 3 giveaway events, but LFUCG reserves right to increase or decrease according to programmatic need). The LFUCG guarantees 17,000 tons per year of inbound organic material. Please give a per ton cost for:

- 0 to 24,999 tons LFUCG-sourced material processed \$ \_\_\_\_\_ per ton
- over 25,000 tons LFUCG-sourced material processed \$ \_\_\_\_\_ per ton
- Purchase Price for tons of quality-finished product for community distribution and/or LFUCG use - over the 500 tons specified above. \$ \_\_\_\_\_ per ton
- Purchase Price for tons of screened hardwood bark mulch (up to 300 tons annually) to be purchased by the LFUCG for use in facility management. \$ \_\_\_\_\_ per ton

B. **Emergency Operations Bid**

The LFUCG would like to request a price per ton for grinding and disposing of the ground material generated from an emergency situation (ex. ice, snow or severe rain & wind storms). This debris would not include grass. This price would become effective during an emergency situation such as the Ice Storm of 2003 where by material volume increases outside of the norm. Any tonnage in excess of 2000 tons above the normal generation levels within one month would fall under the emergency operations price structure. The additional tub grinders, associated handling equipment, trucks for hauling and all associated costs of operation are to be included in the per ton cost. There may be multiple temporary locations for grinding during the emergency. The contractor would maintain ownership of all debris resulting from an emergency.

- **Emergency Per Ton Cost** \$ \_\_\_\_\_ per ton

C. **Grinding Services at Tree Debris Drop-off Site.**

The LFUCG will designate a drop-off location for tree debris collected by LFUCG divisions i.e. Streets & Roads, Property Management, Parks & Recreation, etc. This material will contain only negligible amounts of non-tree debris yard waste i.e. grass and leaves. A minimum of 750 tons will be accumulated before grinding services are to be performed. The material must be ground within one week. The vendor will be responsible for insuring the beneficial reuse of the processed material within one month of the processing date. Tonnage data will be generated from LFUCG pre-processed loads weights scaled at the LFUCG Recycling Center on Thompson Road.

- **Grinding Services** \$ \_\_\_\_\_ per ton

D. **Yearly PPI Adjustment**

The unit price for each item specified shall in an amount equal to one-half (1/2) of the Producer Price Index (PPI). At no time, however, will the allowable increase in the unit price exceed four percent (4%) annually. The total increase will not be greater than twelve

percent (12%) for the duration of the agreement. Commencing one year from the commencement date, and each year thereafter for the duration of this Agreement, the fees shall be increased in an amount equal to one-half (1/2) of the percentage change in the PPI. The Contractor by March 1 of each year advise the LFUCG of the adjustment in unit price. The LFUCG shall give the contractor written confirmation of its decision regarding the increase within thirty (30) days of receipt of the Contractor's request.

**VI. PROPOSAL EVALUATION CRITERIA** - The proposal will be evaluated on multiple criteria:

- A. Cost charged to LFUCG per ton.
- B. Production Capacity of facility using the described method.
- C. Quality & marketability of the final product.
- D. Methods, controls and other supporting information pertaining to the processing of organic material.
- E. Equipment list - suitability (item description, owned or leased, age, etc.) to the proposed processing method.
- F. 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 and ability to meet scheduling.
- G. Degree of local employment to be provided by the person or firm.

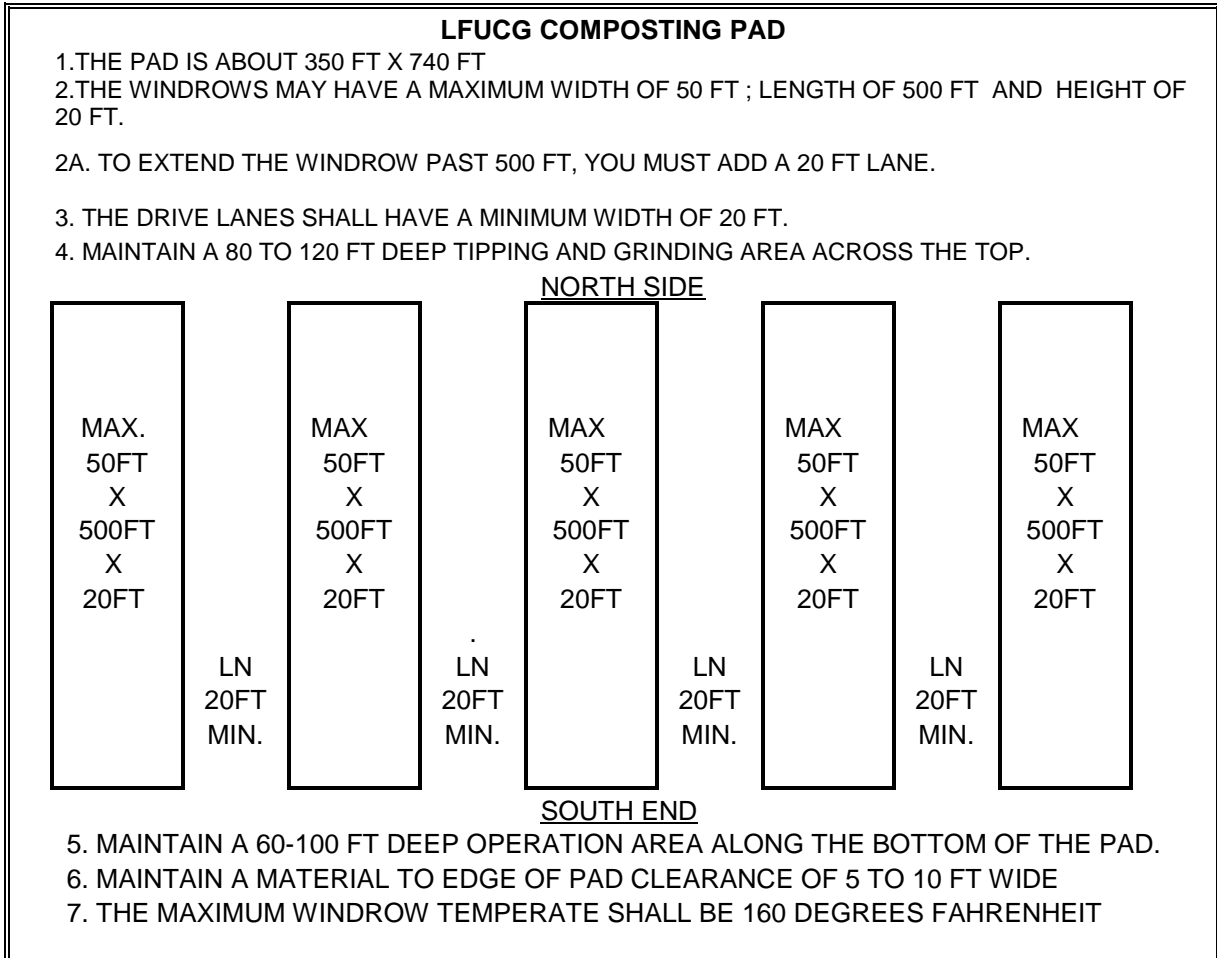
**VII. PERFORMANCE BOND REQUIRED:**

**UPON AWARD OF A CONTRACT, THE VENDOR MUST PROVIDE TO THE LFUCG A PERFORMANCE BOND EQUAL TO \$200,000. VENDORS SHALL PROVIDE, WITH THE PROPOSAL, A LETTER OF COMMITMENT FROM A SURETY TO PROVIDE THIS PERFORMANCE BOND UPON CONTRACT EXECUTION. FAILURE TO SUBMIT THE PROPOSED SURETY AND LETTER OF COMMITMENT FOR THE PERFORMANCE BOND MAY RESULT IN THE REJECTION OF THEIR PROPOSAL.**

**VIII. ADDENDUM & ATTACHMENTS:**

- A. Facility diagrams and support data.

1. Layout diagram



2. Support data and graphs.

[SEE ATTACHED FILE "LFUCG Compost process 010913.xls"](#)

B. Penalty Schedule:

1. 1<sup>st</sup> Violation - Comply within 24 hours of notification.
2. 2<sup>nd</sup> Violation - failure to comply with 1st NOV or repeat of prior same violation.  
Fine levied for one day's average LFUCG & residential tonnage at the rate charged to LFUCG by Contractor.
3. 3<sup>rd</sup> Violation - Failure to comply or repeat. Termination of contract.

C. List of violations.

1. Failure to monitor and clean up litter daily at the immediate processing site and adjoining fields (both LFUCG and private property).
2. Failure to control dust.
3. Failure to provide and have required /proposal-specified equipment available at all times.
4. Failure to prevent and/or control vectors at the site.
5. Contractor engaged in open burning of waste, brush or debris or fails to immediately control/extinguish fire.
6. The Contractor's employees lack proper training and skill to operate the systems and equipment.
7. The Contractor fails to allow or impedes the Owner-representative's free access to the facility for inspection of the process site.
8. Failure to allow the Owner-Inspectors directives to the Contractor within twenty-four (24) hours to begin corrective action against any non-complying condition. (Failure by the Contractor to correct the condition shall result in the Owner taking whatever measure(s) necessary and deducting the cost claims from the Contractor's fee.)
9. The Contractor fails to grind material within 48 hours of delivery to the compost pad.
10. In the event of mechanical breakdowns to the contractor's grinder, the contractor must have access to a back-up grinder within 24 hour to comply with the grinding standard.
11. The Contractor fails to keep an open and accessible dumping area with adequate space for a minimum of three days of un-ground material (in case of work stoppage due to equipment failure).
12. Failure to provide adequate space at both ends of each static-pile windrow for emergency vehicle access.
13. Failure to weigh and properly document finished product prior to removal from the site.
14. Failure to comply with pertinent state and federal regulations is a fundamental operating requirement.