

Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #138-2011

Removal & Disposal of Construction & Demolition Debris

NOTICE TO BIDDERS

Bid Opening Date: January 4th, 2012

Bid Opening Time: 2:00 PM

Address: 200 East Main Street
3rd Floor, Room 338

Pre Bid Meeting: December 21st, 2011

Pre Bid Time: 2:00 PM

Address: Purchasing Conference Room, 3rd Floor
Government Center
200 East Main St. Lexington, KY 40507

INVITATION TO BID

Bid Invitation Number: 138-2011

Date of Issue: 12/14/11

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **1/4/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

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

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

Bids are to include all shipping costs to the point of delivery located at: XXXXXXXXXXXX, Lexington, KY.

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

Quantity	Commodity/Service
PCT	Removal & Disposal of Construction & Demolition Debris
	See specifications

<input checked="" type="checkbox"/> Check One: Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: 1 days after acceptance of bid.
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Procurement Card Usage
<input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> No

Submitted by: Central Kentucky Recycling LLC
 Firm 259 West Short St Suite 325
 Address Lexington Ky 40507
 City, State & Zip

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

W Todd Skaggs Sole Officer
Signature of Authorized Company Representative - Title

W Todd Skaggs
Representative's Name (Typed or printed)
859 258 2301 859 258 9073
Area Code - Phone Extension Fax #

Todd Skaggs@femac.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, W Todd Slaggs, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is W Todd Slaggs and he/she is the individual submitting the bid or is the authorized representative of Central Kentucky Recycling LLC,

the entity submitting the bid (hereinafter referred to as "Bidder").

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

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

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

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

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

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

Further, Affiant sayeth naught.

W Todd Slaggs

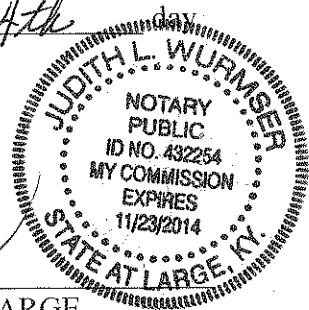
STATE OF Kentucky
COUNTY OF Fayette

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

by W. Todd Slaggs on this the 4th day
of January, 2012

My Commission expires: 23 November 2014

Judith L. Wurmsler
NOTARY PUBLIC, STATE AT LARGE



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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes _____ No X _____

II. Bid Conditions

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

"Bid on #138-2011 Removal & Disposal of Construction & Demolition Debris"

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

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

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

accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

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

EQUAL OPPORTUNITY AGREEMENT

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.

W. Todd Stuegg
Signature

Central Kentucky Recycling LLC
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization:

Central Kentucky Recycling et al

Date:

01 / 04 / 12

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	3	3	0								
Professionals											
Superintendents											
Supervisors	25	15	1								
Foremen	2	2	0								
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	3	1	2								
Skilled Craft	1	1	0								
Service/Maintenance	25	21	4								
Total:											

Prepared by:

Jerry Cannon
Name & Title: *Office Manager*

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

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

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

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

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

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

PART 1 - GENERAL

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

PART 2 - PROCEDURES

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

PART 3 - DEFINITIONS

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

PART 4 - OBLIGATION OF BIDDER

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

PART 5 - DOCUMENTATION REQUIRED

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development
ttyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

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

Shiree Mack
smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation

Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP

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

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rwaldon@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

LFUCG MBE/WBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 138-2011

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

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

Central Kentucky Recycling LLC

Company

Date

02/04/12

W. Ad Shuggo

By

Title

Site Officer

LFUCG MBE/WBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 138-2011

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.

Central Kentucky Recycling LLC

Company

Wade Stutz

Company Representative

01/04/12

Date

Sale Officer

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 138-2011

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

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

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

(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.

Central Kentucky Recycling LLC
 Company
1/11/12
 Date

[Signature]
 Company Representative
Sole Officer
 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 # 138 2011

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.

Central Kentucky Recycling LLC W. D. [Signature]
 Company Company Representative
01/04/12 Sole Officer
 Date Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 138-2011

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

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

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.

Central Kentucky Recycling LLC

Company

Wade Suggs

Company Representative

01/04/12

Date

Sole Officer



Amy Carmen <amyc@ckylandfill.com>

Request list of MBE/WBE subcontractors

6 messages

Amy Carmen <amyc@ckylandfill.com>

Tue, Dec 20, 2011 at 2:27 PM

To: mclark@lexingtonky.gov

Hello,

I am requesting a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine for the following types of work: Hauling refuse, garbage collection, landfill, recycling, and minority business brokered material. Thank you in advance for your help.

--

Amy Carman
CKY Hauling & Landfill
Office Manager
p: 502 857 1863
f: 502 857 1861
c: 502 370 5634

Marilyn Clark <mclark@lexingtonky.gov>

Tue, Dec 20, 2011 at 4:15 PM

To: Amy Carmen <amyc@ckylandfill.com>

Hi Amy,

What do you mean by "minority business brokered material?" What bid are you working on?

Marilyn

From: Amy Carmen [mailto:amyc@ckylandfill.com]**Sent:** Tuesday, December 20, 2011 2:28 PM**To:** Marilyn Clark**Subject:** Request list of MBE/WBE subcontractors

[Quoted text hidden]

Marilyn Clark <mclark@lexingtonky.gov>

Tue, Dec 20, 2011 at 4:37 PM

To: Amy Carmen <amyc@ckylandfill.com>

Hi Amy,

Here are the lists of certified MWBE vendors in my data base that do the type of work you are

requesting. Let me know if I can be of any further assistance.

Marilyn Clark, CCDP

Minority Business Enterprise Liaison

LFUCG Division of Central Purchasing

200 East Main Street, Room 341

Lexington, KY 40507

859-258-3323

mclark@lexingtonky.gov




www.lexingtonky.gov/MWBE

From: Amy Carmen [<mailto:amyc@ckylandfill.com>]
Sent: Tuesday, December 20, 2011 2:28 PM
To: Marilyn Clark
Subject: Request list of MBE/WBE subcontractors

Hello,

[Quoted text hidden]

3 attachments

-  **MWBE Certified Trailer Hauling--Dec 2011.xls**
14K
-  **MWBE Certified Transportation-Dec 2011.xls**
14K
-  **MWBE Certified Landfill Solid Waste Disposal--Dec 2011.xls**
14K

Amy Carmen <amyc@ckylandfill.com>
To: Todd Skaggs <toddsdaggs@mac.com>

Wed, Dec 21, 2011 at 7:41 AM

[Quoted text hidden]

3 attachments

-  **MWBE Certified Trailer Hauling--Dec 2011.xls**
14K
 -  **MWBE Certified Transportation-Dec 2011.xls**
14K
 -  **MWBE Certified Landfill Solid Waste Disposal--Dec 2011.xls**
14K
-

Amy Carmen <amyc@ckylandfill.com>
To: Marilyn Clark <mclark@lexingtonky.gov>

Tue, Dec 27, 2011 at 2:22 PM

It is bid #138-2011.

[Quoted text hidden]

Marilyn Clark <mclark@lexingtonky.gov>
To: Amy Carmen <amyc@ckylandfill.com>

Wed, Dec 28, 2011 at 9:33 AM

Hi Amy,

Did you receive the MWBE lists I sent before Christmas? I don't have any commodity code that matches "minority business brokered material"? Is that a minority or woman who provides certain kinds of raw materials and supplies you need for this job? If so what are those services or supplies? Get back to me as soon as possible and I will do my best to help you.

Thanks,

Marilyn

From: Amy Carmen [<mailto:amyc@ckylandfill.com>]
Sent: Tuesday, December 27, 2011 2:23 PM
To: Marilyn Clark
Subject: Re: Request list of MBE/WBE subcontractors

[Quoted text hidden]

3 suppliers were found matching your search criteria
MWBE Classification: All MWBE's

Commodity/Service Category: Trailer, Vehicle Towed (for hauling dozers, Backhoe, etc)

Search Results

Company	Address1	City	State	Zip	Website
Mike Osbourn Lawn Care, Inc.	PO Box 91797	Louisville	KY	40291	www.mikeosbournlawncare.com
Mohawk Ltd.	One Newell Lane	Chadwicks	NY	13319	www.mohawkLtd.com
Thoroughbred Mowing & Ag Services	671 Burgess Smith Rd	Sadieville	KY	40370	

Contact	Title	Phone	Fax	Email
Mike Osbourn	Owner	Phone: 502-419-2626	Fax: 502-904-9632	mikeosbournlawncare@yahoo.com
Kim Ellis	Fleet Prod	Phone: 800-225-6642 Ext. 248	Fax: 315-737-7347	kime@mohawklltd.com
Levi Courtney	registered	Phone: 502-370-5535	Fax: 502-857-2026	thoroughbredag@yahoo.com

3 suppliers were found matching your search criteria
MWBE Classification: All MWBE's

Commodity/Service Category: Transportation Services

Search Results

Company	Address1	Address2	City	State	Zip	County
Liberty Transportation, Inc. DBA Team WorldWide	1348 Jamike Ave		Erlanger	KY	41018	
Messier & Associates Inc.	P.O. Box 21293		Louisville	KY	40221	
Railroad Industries Incorporated	1575 Delucchi Ln., Ste. 210		Reno	NV	89502	

Website	Contact	Title	Phone	Fax	Email
www.teamwww.com	Bobbie Mattis, Marty Mattis	SBLO	Phone: 859-282-0505	Fax: 859-837-8772	marty.matti
www.messainc.com	Fernando Messier	CEO	Phone: 502-533-4573	Fax: 502-213-9040	fermessier
www.railroadindustries.com	Anastacia Sullivan	Business Manager	Phone: 775-329-4855	Fax: 775-329-4844	reg@railroa

s@teamww.com, bobbiemattis@teamww.com
@messainc.com
adindustries.com

Zip	County	Website	Contact	Title
40511			Kunte Hayes	President
40516-9667			Keith Barbour	DIRECTOR OF OPERATIONS
45219		www.evolved1.com	Maggie Scott	CEO
40221		www.messainc.com	Fernando Messier	CEO
40511			Keith Jones	Project Manager

Phone

Phone: 859-333-8887

Phone: 859-361-6452

Phone: 513-475-0111 Ext. 22

Phone: 502-533-4573

Phone: 859-276-3488

Fax

Fax: 859-226-0826

Fax: 859-971-0754

Fax: 877-471-6634

Fax: 502-213-9040

Fax: 859-277-8442

Email

kunte@khayeslimited.com

Adv.kyconstruction@gmail.com

team1@evolved1.com

fermessier@messainc.com

kjones@minnifield.net

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

BIDDER/VENDOR agrees to defend, indemnify and hold harmless the Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest from any and all losses resulting from negligent or willful acts of BIDDER/VENDOR or its employees, agents, owners, principals, licensees, assigns, and subcontractors of any tier, or arising from any errors or omissions of BIDDER/VENDOR. Such losses include, but are not limited to, claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses that arise or are incurred as a result of personal injury or death (including employees of LFUCG) or property damage (including property of LFUCG).

The above agreement to defend includes: (1) investigating, handling, responding to, providing a defense for, and defending all such claims, liens, demands, and causes of action; (2) paying all reasonable expenses related thereto; and (3) using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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/VENDOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect OWNER 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 LFUCG. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- d. 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.
- e. 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 OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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/VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/VENDOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

00326488

PRICE CONTRACT FOR REMOVAL AND DISPOSAL OF CONSTRUCTION/DEMOLITION
DEBRIS

VARIOUS LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FACILITIES AND OTHER DESIGNATED LOCATIONS

LEXINGTON, FAYETTE COUNTY, KENTUCKY

1.0 GENERAL

1.1 SUMMARY

- A. The Lexington-Fayette Urban County Government (LFUCG) is accepting bids to establish a price contract for the pickup, transportation, recycling and/or disposal of construction and demolition debris generated by LFUCG operations.
- B. LFUCG has established a goal to reuse or recycle as many of the waste materials described herein as economically feasible. Pricing provided under this specification shall include unit rates and other provisions to achieve reuse or recycling of 20% of the waste materials handled under this contract. Waste disposal in landfills shall be minimized to the maximum extent practical.
- C. For the purposes of this bid invitation, the waste materials likely to be generated include building materials and other solid waste resulting from construction, remodeling, renovation, repair and/or demolition operations. Packaging materials, concrete/asphalt debris, scrap metal, roofing and materials collected by street sweeping operations may also be included.
- D. Bidder's proposal shall include, but not be limited to, the following information:
 - 1. Unit rates as defined herein;
 - 2. Rates for personnel and equipment for hourly labor or services requested in addition to those defined by unit rates;
 - 3. List of subcontractors (if any); and
 - 4. List of disposal facilities and recycling processors.

- E. Bidder shall be in good standing with federal, state and local environmental agencies and other regulatory bodies. Bidder shall not have any outstanding liability or litigation regarding waste management activities.
- F. Bidder and subcontractors shall be licensed and permitted to handle, transport and/or dispose of construction and demolition debris. Bidder shall, without additional expense to LFUCG, obtain and keep current any licenses and permits necessary to comply with federal, state and local regulations and standards. Bidder agrees that all services provided under this contract shall be in compliance with federal, state and local laws, standards and regulations including, but not limited to, Titles 10, 29, 40 and 49 of the Code of Federal Regulations.
- G. Bidder shall be bonded and have sufficient financial stability and insurance, as determined by LFUCG Risk Management and/or Department of Law, to cover foreseen and unforeseen occurrences related to activities performed by Bidder.
- H. The contract awarded under this invitation to bid shall be for one year from the date of acceptance of the contract by LFUCG. The agreement may be extended for an additional three one-year renewals upon written agreement of the Bidder and LFUCG. Said agreement must be in writing and be executed prior to the expiration of the then-current agreement.
- I. The contract established from this invitation to bid is for the convenience of LFUCG. There are no implied or guaranteed quantities of work or materials offered under this invitation, and establishment of a contract under this invitation does not preclude LFUCG from bidding similar work or performing similar work using its own forces.
- J. All qualified and interested Bidders should complete and submit the attached unit bid price sheet. Award will be made based on the best value to the Urban County Government to the Bidder meeting all requirements herein indicated.
- K. All unit prices shall include: 1) pickup from LFUCG facilities or a designated staging area, transportation to receiving facilities, handling, and all administrative, disposal or recycling costs; 2) any safety equipment required to allow Bidder's employees to perform their duties in a safe manner; 3) responsibility and costs associated with spillage that occurs during pickup or transportation; and 4) costs associated with providing manifests, shipping records and other reports as detailed herein.
- L. Items of work required that are not covered by the unit prices shall be negotiated for each Purchase Order prior to it being issued.

- M. Income derived from recycling shall be retained by the Bidder. Unit rates for recycling construction and demolition debris should reflect the expectation of derived income by the Bidder. In the event Bidder is unable to meet the 20% diversion rate, the Owner shall be notified as soon as possible. Bidder must provide evidence that good-faith efforts were made to achieve the desired diversion rate. Such evidence shall include correspondence or other records of contact with recycling vendors and processors showing contact names, telephone numbers, dates and results of each contact. Materials may be excluded from recycling with approval of the Owner if there is no processor within 50 miles of Lexington, KY.
- N. The attached Risk Management Provisions are incorporated herein by reference.

1.2 DEFINITIONS

- A. Clean: untreated and unpainted; not contaminated with oils, solvents, caulk, paint or the like
- B. Construction and Demolition Debris: solid wastes typically including building materials, packaging, rubbish, and other rubble resulting from construction, renovation, repair or demolition operations. Hazardous materials including, but not limited to, asbestos and lead-based paint are not included
- C. Diversion: to remove or have removed from a site for reuse, salvage or recycling material that would otherwise have been disposed of in a landfill. Diversion does not include using removed materials as daily cover at a landfill, nor does it include incinerating or burning wastes
- D. Hazardous: exhibiting the characteristic of hazardous substances, i.e. ignitability, corrosivity, toxicity or reactivity
- E. Recyclable: the ability of a product or material to be recovered at the end of its life cycle and remanufactured in a new product
- F. Recycling: sorting, separating, processing, treating or reconstituting solid waste and other discarded materials for the purpose of redirecting such materials into the manufacture of useful products
- G. Segregation: the act of keeping different types of waste materials separate, either at the time they become waste or during subsequent handling
- H. Trash: any product or material unable to be reused, recycled or salvaged

- I. Waste: material that has reached the end of its useful life or its intended use; waste includes materials that may be reusable or recyclable

1.3 PERFORMANCE REQUIREMENTS

- A. All work will be done on a unit price basis with work assignments issued in the form of individual Purchase Orders. Payment will be based on the unit prices and quantities of work performed. The unit prices will be applied as nearly as possible to actual conditions found in the field and as described in each unit rate. It is understood that some conditions may not be exactly as covered by these descriptions. Final decisions concerning applicability of any unit price will be made by the LFUCG Division of Central Purchasing.
- B. It is understood that the unit prices include all operations, equipment, material, labor, supplies, etc. to complete the task as described by the unit prices and in any Purchase Order.
- C. The Bidder shall be required to commence work under the contract within three calendar days of receipt of the first Purchase Order issued under the contract. The date for commencing work under subsequent Purchase Orders shall not be less than 24 hours nor more than 10 calendar days from the date of receipt of the Purchase Order. Upon commencing work, Bidder will proceed diligently toward completion of the work within the specified time frame. Any delay in the work beyond the Bidder's control will be reported to the Owner immediately.
- D. All trucks and other equipment designated for use under this contract must be in compliance with all applicable federal, state or local requirements and regulations. Loaded material shall be secured and covered in accordance with applicable regulations before leaving the site. Measures to prevent wet debris, litter and excessive water runoff from leaking from the haul truck(s) shall be implemented.
- E. Trucks and other equipment shall not be used for any other work while in use under this contract. Under no circumstances shall Bidder mix debris hauled for others with debris hauled under this contract.
- F. When/if loading by mechanical means into haul vehicles, Bidder shall plan to execute loading and waste removal in such a way as to minimize impact to streets, roads, walkways and other adjacent buildings or areas. Bidder shall repair any damage caused by Bidder's equipment in a timely manner.
- G. Work areas shall be kept clean and free of trash and debris. Bidder shall

keep mud and debris from entering streets or storm drains and clean any impacted areas prior to the end of the day.

- H. Bidder shall reuse or recycle as much construction and demolition debris as possible. The following materials represent those considered most likely to be disposed of via this contract, but other materials may be present. Bidder shall identify opportunities to reuse or recycle as many of the materials as possible.

Asphalt or concrete	Wiring and components	Plumbing pipe/fixtures
Bulk concrete pieces	Insulation	Electrical components
Reinforced concrete	Doors, windows, frames	Sprinklers, valves, pumps
Brick and other masonry	Acoustical tile, panels	Wallboard
Wood studs and joists	Metal studs	Street sweepings
Plywood / strand boards	Plastic or metal conduit	Sheet metal or ductwork
Wood paneling or trim	Carpet and pad	Scrap metal
Structural or other steel	Partitions	Bulk soil or rock
Assorted hardware	Treated/untreated wood	Ground glass
Roofing	Equipment	Packaging

- I. Bidders must identify how the construction and demolition debris will be managed and verify that all receiving facilities or processors are properly permitted by the authorities having jurisdiction. Bidders must also identify any current or past violations of environmental regulations by the receiving facilities. Finally, Bidders must indicate the type and extent of environmental contamination known to be present at the receiving facilities. If the receiving facilities are not in substantive compliance with environmental laws and regulations, or if contamination is present at the receiving facilities, Bidders may be disqualified at LFUCG's discretion.
- J. Materials shall be transported and handled without excess noise or dust or in such a way as to not interfere with other activities in the area.
- K. Bidder shall ensure adequate erosion and stormwater control, if required, to prevent or minimize negative impacts on the environment or storm drains.
- L. If any material suspected of containing asbestos, lead-based paint or other hazardous material is identified, Bidder is to immediately STOP WORK and notify LFUCG. No hazardous materials are to be disturbed, removed or disposed of under this contract.
- M. Bidder shall train workers, subcontractors and suppliers on proper waste

management procedures as appropriate for the work occurring under this contract.

- N. LFUCG reserves the right to suspend work wholly or in part if deemed necessary to protect the interests of the City of Lexington. This suspension will be without compensation to Bidder, other than to adjust the completion date for the Purchase Order in question.

1.4 SUBMITTALS

- A. Prior to commencing work, Bidder shall submit a list of all proposed subcontract haulers, disposal facilities and/or recycling processors. Listed information shall include contact names, addresses and phone numbers. Evidence shall be provided that each facility is permitted by the appropriate agencies.
- B. Bidder shall submit a written description of the methods that will be used for separating recyclable materials, including sizes of containers, container labeling, and designated off-site areas where sorting/segregating will take place.
- C. A monthly progress report will be submitted to the designated representative of LFUCG Facilities & Fleet Management. The progress report shall include the following information:
 - 1. Generation point(s) of waste
 - 2. Total quantity of waste in tons
 - 3. Quantity of waste salvaged, reused or recycled in tons
 - 4. Date(s) removed from LFUCG facilities
 - 5. Name and address of all receiving facilities

The report shall also include legible copies of haul logs, weight tickets or receipts

2.0 EXECUTION

2.1 CONTRACTOR RESPONSIBILITIES

- A. Bidder shall provide roll off containers (10, 20, 30 or 40 cubic yard capacity) with tarps at designated locations. This contract may require service to any LFUCG division or location, but the following divisions are considered to be the most likely to require service:

Facilities & Fleet Management
Streets & Roads
Water Quality

Engineering
Waste Management
Parks and Recreation
Fire & Emergency Services
Traffic Engineering

Containers shall be labeled, intact and in good condition. Polyethylene liners shall be provided upon request by LFUCG. Containers shall be delivered within the timeframe requested by LFUCG and in accordance with the guidelines described herein.

- B. At LFUCG's discretion, a staging area or lay-down yard may be established for temporary storage of construction/demolition debris prior to shipment for disposal or recycling. In that event, Bidder may be able to utilize the staging area for sorting and segregating waste for reuse or recycling. Bidder shall provide labeled containers for storing the segregated materials at the staging area and shall keep the staging area clean and free of extraneous trash or debris. No outside materials may be stored or handled in the staging area. Care should be taken to prevent waste materials from accumulating on site for an extended period of time.
- C. Material stored in roll offs or in bulk piles may be mixed waste streams or material that has been pre-sorted or pre-segregated by LFUCG. If Bidder elects to sort/segregate mixed construction/demolition debris off-site or if no suitable handling area exists on LFUCG property, the off-site location shall be identified in writing by the Bidder and is subject to inspection at any time by LFUCG personnel.
- D. Upon notification, Bidder shall provide timely pick up of roll off containers or bulk construction/demolition debris staged in piles. Collection shall be conducted as needed, with the schedule to be determined by LFUCG based on storage capacity and other considerations.
- E. LFUCG estimates that the amount of construction/demolition debris to be picked up on an annual basis will be approximately 6,000 to 7,500 tons. These quantities are in no way guaranteed and are merely provided to assist with bid pricing.
- F. Material that has been picked up from LFUCG facilities shall be transported to a receiving facility in a timely manner. No comingling or mixing of waste from other locations or sources is permitted. Material that has been picked up late in the day may be stored on the Bidder's property overnight, provided that the haul vehicle is kept in a secured condition and that the material is taken to the receiving facility the next business day.

2.2 LFUCG RESPONSIBILITIES

- A. In most cases, LFUCG personnel will collect and deposit the construction/demolition debris into containers provided by the Bidder or in the staging area designed by LFUCG, if applicable.
- B. LFUCG will be responsible for periodically inspecting the storage containers and staging area (if provided) while they are in the process of being filled.
- C. LFUCG will be responsible for scheduling pick ups and requesting additional storage containers be delivered, if needed.
- D. LFUCG's or its contractor(s) may deliver construction/demolition debris directly to the disposal facility. Pricing (tipping fee / gate rate) shall be provided by the Bidder for this option.

2.3 RECYCLING CONSTRUCTION/DEMOLITION DEBRIS

Note: the following information is intended to identify potential recycling options. It is not intended to be specific instructions to Bidders for handling these materials.

- A. Paper, packaging, beverage containers and other readily-recyclable materials shall be recycled via LFUCG's community recycling program. Cardboard and boxes shall be broken down into flat sheets. Depending on the volume, LFUCG may provide containers for these materials.
- B. With prior approval, brush, branches and tree debris may be taken to the LFUCG yard waste and composting facility.
- C. Other recyclable materials shall be separated and stored in labeled containers or bins until removed from the site. Stored materials shall be kept off the ground and covered or protected from the weather to the maximum extent practical.
- D. Small cut-offs or pieces of lumber may be ground or chipped into material appropriate for mulch. Larger lumber, engineered wood or paneling may be candidates for reuse. Treated lumber must be landfilled.
- E. Asphalt paving and concrete may be ground up or pulverized for possible use in new paving or as fill or subbase material.
- F. Scrap metal, piping, conduit and ductwork should be sorted by type and size for potential recycling.
- G. Intact components and fixtures may be reused by organizations like Habitat for Humanity or handled via salvage dealers.

UNIT BID PRICES

Note: CDD refers to Construction/Demolition Debris

<u>Description</u>	<u>Price</u>	
1. Remove and dispose of CDD staged in roll offs (per ton) <i>(includes labor, materials, equipment)</i>	<u>\$ 25.00</u>	< 6500 tons } 47.00 40.00 JS
2. Remove and dispose of CDD staged in bulk piles (per ton) <i>(includes labor, materials, equipment)</i>	<u>\$ 40.00</u>	63.75
3. Remove and dispose of CDD staged in roll offs (per ton) <i>(segregated or single-stream waste)</i> <i>(includes labor, materials, equipment)</i>	<u>\$ 25.00</u>	<u>47.00</u>
4. Remove and dispose of CDD staged in bulk piles (per ton) <i>(segregated or single-stream waste)</i> <i>(includes labor, materials, equipment)</i>	<u>\$ 40.00</u>	<u>59.00</u>
5. Deliver and stage 10 cubic yard roll off container (each) <i>(includes tarp and demurrage/container rental)</i>	<u>\$ 50.00</u>	<u>50.00</u>
6. Deliver and stage 20 cubic yard roll off container (each) <i>(includes tarp and demurrage/container rental)</i>	<u>\$ 50.00</u>	<u>50.00</u>
7. Deliver and stage 30 cubic yard roll off container (each) <i>(includes tarp and demurrage/container rental)</i>	<u>\$ 50.00</u>	<u>50.00</u>
8. Deliver and stage 40 cubic yard roll off container (each) <i>(includes tarp and demurrage/container rental)</i>	<u>\$ 50.00</u>	<u>50.00</u>
9. Remove and dispose/recycle CDD staged in roll offs (per ton) <i>(includes recycling minimum 20% by weight)</i> <i>(includes labor, materials, equipment)</i>	<u>\$ 25.00</u>	<u>47.00</u>
10. Remove and dispose/recycle CDD staged in bulk piles (per ton) <i>(includes recycling minimum 20% by weight)</i> <i>(includes labor, materials, equipment)</i>	<u>\$ 40.00</u>	<u>63.75</u>
11. Provide crew to package, segregate or handle waste on site		
Two-man crew (per hour)	<u>\$ 30.00</u>	<u>30.00</u>
Three-man crew (per hour)	<u>\$ 45.00</u>	<u>45.00</u>
Each additional laborer (per hour)	<u>\$ 15.00</u>	<u>15.00</u>
Mobilization for crew (round trip)	<u>\$ 50.00</u>	<u>50.00</u>
12. Provide tipping fee/gate rate for CDD hauled by LFUCG (per ton)	<u>\$ 0</u>	<u>23.75</u>
	up to 6500 tons	

* next page

* 5 ton minimum on #1s 1-4, 9 & 10

* The environmental remediation fee of \$1.75 per ton or as that amount may be amended in the future, and any similar fees assessed during the term of this agreement, shall be paid separately by L.F.U.C.G.

INVITATION TO BID #138-2011

List of Subcontractors:

1. Green City Recycling
2. Central Kentucky Hauling
3. Red River Ranch
4. Green Metals
5. Rock Tenn
6. Con Robinson
7. Hinkle Paving

INVITATION TO BID #138-2011

List of Disposal Facilities:

1. Thoroughbred Disposal, LLC
2. Central Kentucky Landfill, Inc.
3. Bluegrass Waste Alliance



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: **#138-2011**

Date: December 21, 2011

Subject: Removal & Disposal of Construction & Demolition Debris

Address inquiries to:
Todd Slatin
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid as a result of the pre-bid meeting held on December 21, 2011:

1. Tarps for delivered and staged roll off containers should be solid tarps that prevent rain water from entering the container. Tarps will not be required for every roll off container that is delivered. Bidders should provide a unit price for roll off containers delivered without tarps and the additional charge that would result when LFUCG requests a tarp.
2. A minimum tonnage or minimum charge may be submitted for unit bid prices 1 through 4, 9 and 10 (removal & disposal of staged debris).
3. The LFUCG reserves the right to award a contract to one or multiple bidders.
4. Quantities of work or materials offered under this invitation are not guaranteed and the LFUCG reserves the right to bid out similar work or use it's own work force if it is determined that this is in our best interest.
5. Posting of pre-bid meeting sign in sheet.

Brian Marcum, Director
Division of Central Purchasing

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

BID OF: Central Kentucky Recycling LLC

ADDRESS: 259 West Short St Suite 325 Lexington, KY 40507

SIGNATURE OF BIDDER: Wood Slager

SIGN-IN SHEET
Pre-Bid #138-2011 –Removal & Disposal of Construction & Demolition Debris
December 21, 2011 @ 2:00 PM

Representative	Company Name	Phone #
Todd Slatin	LFUCG - Purchasing	258-3328
Byron Bradshaw	CKY Hauling	333-1580
Dann Dettman	LFUCG	425-2518
Todd Skaggs	CKY Recycling	606-923-8633
Greg Elkins	CKY Recycling	606-923-8633
Bob Van Meter	Veolia	502-321-2958
Landon Hutchison	Veolia	446-3610
Dane Miller	Republic	433-7946
Kerry Loy	Republic	685-2727
Mark Arnold	LFUCG	925-2231
Woody Bottom	LFUCG	425-2554
Frances Richie	Rumpke	797-3808
Stacey Chambers	Rumpke	227-1885
Scott Ferguson	Red River Ranch	502-301-0206
Glenn Salyer	Red River Ranch	606-599-7997
Jerry Thomas	C & M	333-6348
Greg Elkins	Thoroughbred Disposal	502-370-8440
Steve Feese	LFUCG	509-1983