

**INVITATION TO BID**

Bid Invitation Number: 18-2013

Date of Issue: 02/21/2013

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 **03/07/2013**. 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: various locations

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

Quantity	Commodity/Service
PCT	Fencing
	See lease and pricing sheet below

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

Submitted by: S & T Fencing Inc

*Firm* \_\_\_\_\_  
1335 S Main St.

*Address* \_\_\_\_\_  
Nicholasville, KY 40356

*City, State & Zip* \_\_\_\_\_

*Signature of Authorized Company Representative – Title*  
  
Ellis C Walker II

*Representative's Name (Typed or printed)*

859-887-2246                      859-887-1017

*Area Code - Phone – Extension*                      *Fax #*

stfencing@windstream.net

*E-Mail Address*

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

**AFFIDAVIT**

Comes the Affiant, Ellis C Walker II, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Ellis C Walker II and he/she is the individual submitting the bid or is the authorized representative of S & T Fencing Inc,

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

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

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

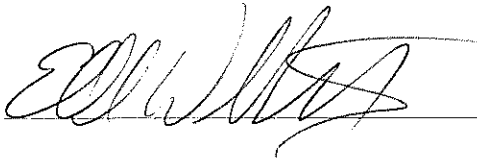
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ellis C Walker II on this the 6<sup>th</sup> day of March, 2013.

My Commission expires: 4/20/13

  
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](http://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.Green Seal.org](http://www.Green Seal.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   x              No

## II. Bid Conditions

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

**"Bid on #18-2013 Fencing"**

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

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

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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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

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

maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 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**)
  - ( ) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  
  - (XXX) 2. 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.



## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

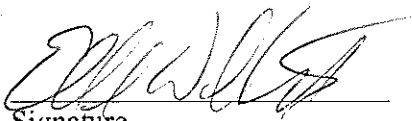
1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.
6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or

proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid 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

3-6-2013  
Date

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**SPECIAL INSTRUCTIONS TO THE BIDDER**

**(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)**

**Performance Security:** The **APPARENT LOW BIDDER** shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the **BIDDER'S** bid be accepted, a **Performance Bond or Certified Check**, payable to the Lexington-Fayette Urban County Government, in the penal sum of **100%** of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

## EQUAL OPPORTUNITY AGREEMENT

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### The Law

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

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

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

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

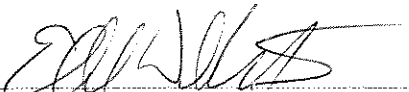
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

### Bidders

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

  
Signature

*Sanel T Fencing Inc*  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: S & T Fencing Inc

Date: 03 / 06 / 2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								
Professionals	2	2									
Superintendents											
Supervisors											
Foremen	2	2									
Technicians	3	3									
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	<b>8</b>										

Prepared by:  sections  
 Name & Title

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

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

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

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

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



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

**PART 1 - GENERAL**

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

**PART 2 - PROCEDURES**

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

### PART 3 - DEFINITIONS

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

### PART 4 - OBLIGATION OF BIDDER

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

### PART 5 - DOCUMENTATION REQUIRED

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

**Community Ventures Corporation**

James Coles  
[jcoles@cvcvcky.org](mailto:jcoles@cvcvcky.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@orcw.org](mailto:rwaldon@orcw.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**

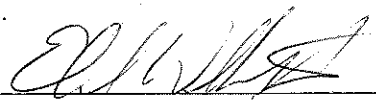
Bid/RFP/Quote Reference # 18-2013

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.  none			
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.

S & T Fencing Inc  
**Company**  
03/06/2013  
**Date**

  
**By** Sec/Treas.  
**Title**


**LFUCG MBE/WBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 18-2013

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.  none					
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.

S & T Fencing Inc  
**Company**  
  
**Company Representative**

03/06/2013  
**Date**  
Sec./Treas.  
**Title**



**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 18-2013

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

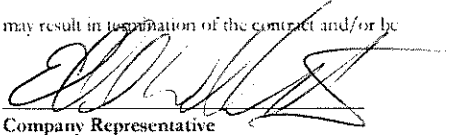
Company Name <b>S &amp; T Fencing Inc</b>	Contact Person <b>Ellis Walker</b>
Address/Phone/Email <b>1335 S Main ST Nicholasville, KY 40356</b>	Bid Package / Bid Date <b>18/2013 - 03/07/2013</b>

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.

S & T Fencing Inc  
Company  
03/06/2013  
Date

  
Company Representative  
Sec. / Treas.  
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.

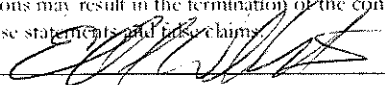
Bid/RFP/Quote # 18-2013  
 Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract #	18-2013	Work Period/ From:	To:
Company Name:	S & T Fencing Inc	Address:	1335 S Main St Nicholasville, KY 40356
Federal Tax ID:	61-1307134	Contact Person:	Ellis Walker

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.

S & T Fencing Inc  
 Company  
03/06/2013  
 Date

  
 Company Representative  
Sec./Treas.  
 Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** 18/2013

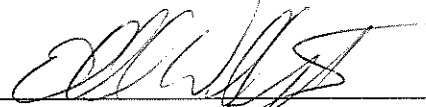
By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate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

\_\_\_\_\_  
\_\_\_\_\_ We do not use subcontractors  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

S & T Fencing Inc  
Company

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

03/06/2013  
Date

Sec./Treas.

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its

subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<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 (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- 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 LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs

or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

00379828

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
REQUEST FOR BID  
#18-2013 Fencing**

**SCOPE**

This request for bid is to establish a price contract for the installation, replacement, and/or repair services of fences for the Lexington-Fayette Urban County Government. The Contractor shall provide installation, replacement, and/or repair services of metal chain link fencing, metal gates, wooden fencing and temporary fencing of various styles, types and sizes, on an "as needed" basis. The items to be installed, replaced, and/or repaired shall include posts, end posts, gates line rail, fabric and any other items related to fencing work. Each job to be completed under this contract shall be quoted on a lump sum basis. The work shall be performed at various locations.

The Contractor shall do all the work and furnish all the management, supervision, labor, materials, tools, equipment, excavation, and incidentals necessary for the performance and completion of this contract.

The LFUCG reserves the right to award contract to multiple, qualified Bidders.

If determined necessary by LFUCG, it is required that the Contractor be available to meet with the Project Manager or his representative(s) **within 48 hours** of being notified of a proposed project, to discuss the project. The Project Manager or his representative(s) shall determine the extent of the work to be performed. The Contractor shall, **within five (5) working days** following initial contact, provide the Project Manager or his representative with a written cost estimate (lump sum) and work schedule, including the starting and completion date. Time of completion for such project(s) will be determined with the approval of the Project Manager. All cost estimates prepared by the Contractor shall be at no cost to the LFUCG. The Contractor agrees that these estimated costs will be the maximum project cost if accepted by the LFUCG. The Contractor agrees that the LFUCG shall bear no liability or responsibility to the Contractor for the payment of any costs or charges in excess of the amount identified in the written cost estimates. The Contractor shall complete project(s) within the time period specified unless a time extension has been approved by the Project Manager.

LFUCG reserves the right to make modifications to material or installation specifications contained herein. The types of fencing contained in this specification are merely a representation of the types of fencing presently utilized and are not intended to be all inclusive.

**Site Inspection:** Contractor shall familiarize him/herself with the site, the plans, the specifications, special provisions, and plan requirements, and is responsible for calling any discrepancies or special problems to the attention of the Project Manager.

**Scheduling:** Contractor shall coordinate with other trades affected by the work. Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or subcontractors working on the project, particularly where they affect his/her work, and shall coordinate his/her work with that of other Contractors to ensure efficient and orderly progress of the work.

**Surveyor:** If needed, Contractor shall include costs of services of a registered surveyor to lay out the graded area and check the grades during the progress of the work. Not all projects will require this service.

**Construction Stakes:** Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes. The Contractor shall furnish at his/her expense the size, quality, and quantity of stakes required.

**Protection:** Protect, maintain, and restore bench marks, monuments, and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at no expense to the Owner. After items have been permanently set, certify the work and furnish certification to the Owner's Representative.

**Warranties/Guarantees:** For a period of one year from the date of issuance of the final payment for the work, the Contractor shall furnish and install, without cost to the LFUCG, any and all work which, in the judgment of the LFUCG, proves defective in materials and/or workmanship.

**Product Delivery, Storage and Handling:** Deliver materials with manufacturer's tags and labels intact. Handle and store to avoid damage.

**Cleanup:** All rough edges, tags and staples to be removed. Site is to be left free of all trash and debris daily. Contractor will be responsible for any turf and site damage. Site is to be returned to original condition.

## **BIDDER QUALIFICATIONS**

Each Bidder must submit with their Bid the following information:

- A. A statement, on company letterhead, stating that the Bidder's primary business is fencing installation, replacement, and repairs and that the Bidder has been regularly and actively engaged in the fencing contracting business, for a minimum of three years.
- B. A list of at least three references for jobs performed in the past year that are similar in scope to the work required under this contract. Include the names and telephone numbers of a contact person for each reference.

- C. Before contract award, bidder must hold a valid business license, be compliant with LFUCG Department of Revenue, and hold a valid contractor's license.

### **BASIS OF PAYMENT**

Accepted quantities for fence will be paid for at the contract unit price as quoted (which shall be full compensation for all work required under this section) and paid **per linear foot of fence satisfactorily placed**. All labor, gates, materials, equipment, and excavation shall be incidental to the placement of fence.

### **FAILURE OF A BIDDER TO SUBMIT THE REQUIRED INFORMATION AND TO POSSESS THE MINIMUM EXPERIENCE OUTLINED ABOVE MAY RENDER SUCH BID NON-RESPONSIVE AND SUCH BID MAY NOT BE CONSIDERED FOR AWARD.**

The LFUCG does not guarantee the amount of work to be performed or that any work will be performed under this contract.

### **TECHNICAL SPECIFICATIONS**

#### **WOOD PLANK FENCING**

These specifications provide the minimum standards to provide and install Parks & Recreation wood plank fencing. Owner shall specify per project whether 3-plank or 4-plank is to be used.

#### **Posts:**

1. All posts shall be 7 ½ ft. long, faced, 6" inch diameter CCA treated face posts.
2. Posts shall be buried 30" inches deep unless rock is discovered. A determination will be made by the LFUCG if depth is sufficient or location will be adjusted.
3. Posts shall be placed 8 ft. on center unless otherwise indicated or necessitated by site conditions.
4. Posts shall be painted black.

#### **Planking:**

1. The fence shall be a five (5) foot high, three (3) or four (4) board horse fence with face boards. The bottom board shall be 18" off the ground or to match existing. The middle board shall be placed evenly between the top and bottom boards.
2. The board shall be 1-1/8" x 6" x 16' rough hardwood; pre-approved hardwoods include red oak, white oak and poplar.



3. The boards shall be fastened with #10 screw shank nails alternating joints between rows/post. Use 3 nails per board, per connection on each post.
4. The boards shall be fastened in such a manner to have minimal splitting in the nailed area. Boards determined to be inappropriately attached will have to be renailed.
5. The boards shall have minimal warping and bowing. Any boards with severe warping, bowing or splitting shall be rejected.
6. All boards to be painted black.

#### **FOUR PLANK WOODEN FENCE**

This work consists of furnishing and installing 4 plank wooden fence at various locations in Lexington-Fayette County. Wood plank fence installation shall include all labor, materials, equipment and incidentals necessary to complete the work. Division of Engineering will provide all required permits.

These specifications provide the minimum specifications to provide and install wood plank fencing. All pricing is to include all materials and installation.

#### **Posts:**

1. Six (6) inch CCA treated face posts.
2. The posts shall be aligned, leveled and anchored in concrete footings.
3. Posts shall be 7 ½ feet long and placed in holes 10-12" wide and 6" deeper than the post. Backfill the bottom of hole with gravel and fill with concrete. Tap concrete to remove air pockets and overfill hole at the top and slope concrete away from the post.
4. Posts shall be buried 30" inches deep unless rock is discovered at that point; a determination will be made if depth is sufficient or location will be adjusted.
5. Posts shall be placed at 8 foot intervals while maintaining structural integrity of fence.
6. Posts shall be primed and painted black.
7. All posts shall include a face board.

**Planking:**

1. The fence shall be a five (5) foot high, four (4) board horse fence. The bottom board shall be 1.25 feet off the ground. Remaining three boards shall be spaced equally between top and bottom boards foot on center.
2. The board shall be 1-1/8" x 6" x 16' rough poplar.
3. The boards shall be fastened with #16 screw shank galvanized nails.
4. The boards shall be fastened in such a manner to have minimal splitting in the nailed area. Boards determined to be inappropriately attached will have to be re-nailed.
5. The boards shall be reasonably true, with minimal warping and bowing as determined by the Engineer.
6. All boards to be primed and painted black.

**WOVEN WIRE, CHAIN LINK AND PRIVACY FENCE**

Work for this section consists of furnishing and installing Woven Wire, Chain Link or Privacy Fencing (type as specified). Woven Wire and Chain Link shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 721, 722, 816, and 817 current edition, and LFUCG Standard Drawings, and shall include all labor, materials, equipment and incidentals necessary to complete the Work. Privacy Fencing shall match existing fencing as closely as possible and shall include all labor, materials, equipment and incidentals to complete the work.

**For Dog Parks:**

These specifications provide the minimum requirements for the installation of woven wire integrated with wood plank fencing for dog park applications.

1. Woven wire shall be 5' high galvanized steel with 2" x 4" openings; 12.5 gauge. Welded wire WILL NOT be accepted.
2. Woven wire shall be installed between the posts and the planks and be fastened with a minimum of 5 staples per post.
3. Woven wire shall be installed flush with grade whenever possible; Owner may approve a maximum of 1" above grade in areas with sloping or uneven terrain. Contractor should identify these areas prior to installation to obtain Owner's approval.

4. Woven wire that is visibly disfigured or damaged while being stretched shall be rejected.
5. Wire fencing to be painted black.

### **CHAIN LINK GALVANIZED**

#### **Framework:** Type I or Type II Steel Pipe

1. Type I – Schedule 40 steel pipe with 1.8 ounces of zinc coating per square foot of surface area conforming to Standard Specification ASTM F1083 ; or,
2. Type II – Pipe manufactured from steel conforming to ASTM A669, Group IC, cold-rolled, having minimum yield strength of 55,000 psi and coated with a total of 0.9 ounces of zinc per square foot on the internal and external surfaces meeting the coating requirements of ASTM A525G90. A minimum of 15 micrograms of zinc chromate per square inch and a minimum of 3 mils of lifecoat fuse bonded polyester powder exterior coating.
3. All coatings to be applied inside and out after welding.
4. Pipe shall be straight, true to section, and conform to the following weights:

**Base Metal** - shall be steel of such quality that the fabricated product will meet the performance criteria set forth in this standard. The steel strip used in the manufacture of the pipe shall conform to ASTM A-569.

**Zinc** - used in the manufacture of flo-coat pipe and shall conform to ASTM B-6 High Grade and Special High Grade Zinc.

**Clear Coating** – shall be manufactured from high grade raw materials which produce a crosslinked acrylic polyurethane coating.

**Internal Coating** - shall have a minimum zinc power loading of 87% by weight and be capable of providing galvanic protection.

Mid-rails on backstops to be welded to posts.

#### **Chain Link Fabric:**

1. Shall conform to Federal specifications RR-F 191A.
2. Type A, 2" square mesh fabric.

3. Top edges knuckled.
4. #9 gauge wire, conforming to ASTM 342-1, Class 1.

**Technical:**

1. Weight of Zinc Coatings - shall be determined by the method contained in ASTM A-90.
2. Chromate Coating Weight - shall be 30 micrograms/sq. in.
3. Exterior Clear Coated Surface - shall have a demonstrated ability to resist 1000 hours of exposure to salt fog with a maximum of 5% red rust when conducted in accordance with ASTM-B117.

**Performance Properties of the Product:**

1. The strength of line, end, corner and pull posts shall be determined by a 6-foot cantilever beam test.
2. The strength of top rail shall be determined by using a 10' tree supported beam test.

	Diameter	SS40st/ft	6' Cantilever
Line posts, gate post	2-1/2"	3.117 lbs	330 lbs
End, corner, gate post	3"	4.640 lbs	610 lbs
*Top rails	1-5/8"	1.836 lbs	135 lbs
*Braces	1-5/8"	1.836 lbs	135 lbs
*Gate frames	1-5/8"	1.836 lbs	135 lbs

\*Note: 10' support load 327 lbs. All pipe materials shall be prime, no welds or "reject" pipe. Letter of "Mill Certification" shall be provided on pipe.

Provide approved malleable post tops, sleeves, and other fittings for complete installation. All such frame work shall be hot-dip, zinc-coated after fabrication.

**Inspections:**

1. Verify that final grading in fence location is completed without irregularities which would interfere with fence installation.

2. Do not commence work until unsatisfactory conditions have been corrected.

**Installation:**

1. Posts shall be buried in concrete cylinders to a minimum depth of 27" to 30" of concrete.
2. Concrete cylinders shall have the following minimum diameter:
  - Line posts 9"
  - Corner posts 12"
  - Gate posts 12"
3. Where installed through asphalt paving, the top of the cylinders shall be flush with the surface of the asphalt. Top of the cylinder shall be troweled to a smooth surface.
4. Unless otherwise indicated, posts shall be spaced not more than 10 feet apart.
5. Fabric to be tied every foot.

**CHAIN LINK PVC COATED**

**Framework:** Type I or Type II Steel Pipe.

1. Type I – Schedule 40 steel pipe with 1.8 ounces of zinc coating per square foot of surface area conforming to Standard Specification ASTM F1083 ; or,
2. Type II – Pipe manufactured from steel conforming to ASTM A669, Group IC, cold-rolled, having minimum yield strength of 55,000 psi and coated with a total of 0.9 ounces of zinc per square foot on the internal and external surfaces meeting the coating requirements of ASTM A525G90. A minimum of 15 micrograms of zinc chromate per square inch and a minimum of 3 mils of lifecoat fuse bonded polyester powder exterior coating.
3. All coatings to be applied inside and out after welding.
4. Pipe shall be straight, true to section, and conform to the following weights:

Pipe Size Outside Diameter	Type I Weight Lbs./FT	Type II Weight Lbs./Ft
1-5/8"	2.27	1.84
2"	2.72	2.28
2-1/2"	3.65	3.18
3"	5.79	4.65
3-1/2"	7.58	5.71
4"	9.11	6.56
6-5/8"	18.97	

- Piping to be black in color.

**Fabric – PVC Coated**

- Fabric shall be either 6 gauge steel core, 9 gauge steel core wire, or as specified by Owner prior to request for quote.
- Coating to be .015-.025 PVC bonded to galvanized wire.
- Fabric to be black in color.

**Concrete Mix:**

ASTM C94 Portland cement concrete with maximum ¾ inch aggregate having a minimum compressive strength of 3,000 psi at 28 days.

**Components**

**Fence Posts:**

Type I-II

Fabric Height	Line Post O.D.	Terminal Post O.D.	Nominal Pipe Size
Under 6'	2"	2 ½"	2"
6' to 9'	2 ½"	3"	2 ½"
9' to 12'	3"	4"	3 ½"
20' to Backstop	4"	6"	3 ½"

**Gate Posts:**

Single Gate Width	Double Gate Width	Post O.D. Type II	Nominal Pipe Size
Up to 6'	Up to 12'	3"	2 ½"
7' to 12'	13' to 25'	4"	3 ½"

**Rails and Braces:** 1-5/8 inches O.D. (nominal pipe size 1- 1/4 inch).

**Gates:** Frame assembly of 2 inch O.D. pipe Type I or Type II with welded joints. Weld areas repaired with zinc-rich coating applied per manufacturer's directions. Fabric to match fence. Gate accessories, hinges, latches, center stops, keepers and necessary hardware of quality required for industrial and commercial application. Latches shall permit padlocking.

**Fittings:**

1. Post Caps – Pressed steel, cast iron or cast aluminum alloy designed to fit snugly over posts to exclude moisture. Supply cone type caps for terminal posts and loop for line posts. All fittings to conform to ASTM F626.
2. Rail and Brace Ends – Pressed steel, cast iron, or cast aluminum alloy, cup-shaped to receive rail and brace ends.
3. Top Rail Sleeves – Tubular steel, 0.051 inch thickness x 7 inches x 7 inches long, expansion type.
4. Tension Bars – Steel strip, 5/8 inch wide x 3/16 inch thick.
5. Tension Bands – Pressed steel, 14 gauge thickness x 3/4 inch wide.
6. Brace Bands – Pressed steel, 12 gauge thickness x 3/4 inch wide.
7. Truss Rods – Steel rod, 3/8 inch diameter merchant quality with turnbuckle.

**Tension Wire:** Marcellled 7 gauge steel wire with minimum coating of 0.80 ounces of zinc or 0.40 ounces of aluminum per square foot of wire surface and conforming to ASTM A824.

**Tie Wire:** Aluminum, 9 gauge, alloy 1100-H4 or equal.

**Hog Rings:** Steel wire, 11 gauge, with a minimum zinc coating of 0.80 ounces per square foot of wire surface.

All fencing and piping components to be black in color.

**Foul Poles:** Supply and install foul poles as per the Drawings.

**Primer and Paint for Foul Poles:** Exterior grade, oil-based, as manufactured by Glidden, Sherwin-Williams, or other approved equivalent, in yellow color.

**Installation:**

**General:** Installation to conform to ASTM F567

**Height:** Provide height as indicated on construction documents.

**Post Spacing:** Spacing of line posts at intervals not exceeding 10 feet.

**Post Setting:** Set terminal, gate, and line posts plumb in concrete footings. Top of footing to be flush with grade and sloped to direct water away from posts.

**Bracing:** Brace gate and terminal posts back to adjacent line posts with horizontal brace rails and diagonal truss rods.

**Top Rail:** Install through line post loop caps connecting sections with sleeves to form a continuous rail between terminal posts.

**Top Tension Wire:** When a top rail is omitted, stretch tension wire through loop caps and fasten to terminal posts.

**Bottom Rail:** Run bottom rail flush to grade continuous along all fencing.

**Fabric:** Pull fabric taut with bottom selvage  $\frac{1}{2}$  inch grade. Fasten to terminal posts with tension bars threaded through mesh and secured with tension bands at maximum 15 inch intervals. Tie to line posts and top rails with tie wires spaced at maximum 12 inches on posts and 24 inches on rails. Attach to bottom tension wire with top rings at maximum 24 inch intervals.

**Gates:** Install gates plumb, level, and secure for full opening without interference. Anchor center stops and keepers in concrete.

**Fasteners:** Install nuts for fittings, bands, and hardware bolts on side of fence opposite baseball playing field on interior fences, and inside of fence at main entry gate and maintenance access gate.

All rails, posts, and connectors will be located outside the ball playing fields.

### **PRIVACY FENCING**

Work for this section consists of furnishing and installing wood privacy fencing (type as specified by the Purchase Order) and shall match existing privacy fencing as closely as possible, and shall include all labor, materials, equipment and incidentals necessary to complete the work.

**Materials:** All materials shall be treated wood, or wood of natural resistance to decay and shall be construction grade 2 or better.

1. Fence posts for a five to 6  $\frac{1}{2}$  foot fence shall be a four inch by four inch wood post. Fence posts shall consist be spaced on a maximum of eight feet on center. Fence posts for a fence over 6  $\frac{1}{2}$  feet to eight feet shall be spaced a maximum of six feet on center. If a four inch by six inch post is used then spacing can be eight feet on center.
2. Four inch by four inch wood fence posts shall be set in a minimum ten inch diameter concrete pier, extending two feet deep. Four inch by six inch posts shall be set in a minimum 12 inch diameter concrete pier, again extending a minimum of two feet deep.
3. Any wooden stockade style fence five feet to 6  $\frac{1}{2}$  feet that is visually nontransparent shall have a minimum of three two-inch by four inch rails. Any



wooden stockade style fence over 6 ½ feet to eight feet that is visually nontransparent will have a minimum of four two-inch by four-inch rails.

4. Vertical wooden fence boards or pickets shall be a minimum of one inch in thickness and all pickets shall be spaced such that a sphere four inches in diameter cannot pass through.
5. All measurements for fence materials are nominal measurements in accordance with generally accepted industry standards.
6. The exposed framing for a single sided fence should face the interior of the yard. This prevents others from climbing up the fence rails to view or access enclosed property. Rails should be attached to post with at least two minimum 5/16 diameter by 3.5 inch length bolts at each connection point. The use of bolts instead of nails increases the likelihood that the rails will remain in place.
7. Wooden fence boards or pickets should be attached with at least two minimum 1.5 inch length screws at each rail, per board or picket. While nails tend to come loose over time, screws tend to remain in place, thus lessening the time spent making fence repairs.
8. Fence posts must be set in a concrete pier. It is recommended that the concrete extend from the fence post to finish grade and have a sufficient pitch to shed water away from the post. It is also recommended that the wood post extend three inches from the bottom of the pier into gravel or sand fill to allow the moisture to escape.

### **ROCK CLAUSE**

#### **For Parks and Recreation Projects**

When performing installation of fence for the Division of Parks and Recreation, if rock is encountered for which removal will necessitate special equipment or additional labor, the Contractor shall notify Owner immediately and request an inspection of the site.

At that time, Owner and Contractor shall probe remaining holes to develop a reasonable estimate of the total amount of rock likely to be encountered on the project.

Within 24 hours, Owner will advise Contractor whether remainder of rock is to be removed, if holes depth is to be modified (and concrete added to shallower footers) or if fence location is to be adjusted.

If instructed to proceed with remove rock, Contractor shall continue work but must leave all holes claimed to contain rock unfilled and all debris removed next to each hole until Owner inspects and verifies the number of holes with rock.

### **REQUIRED SUBMITTAL**

- 1) A statement, on company letterhead, stating that the Bidder's primary business is fencing installation, replacement, and repairs and that the Bidder has been regularly and actively engaged in the fencing contracting business, for a minimum of (3) three years.
- 2) A list of at least three references for jobs performed in the past year that are similar in scope to the work required under this contract. Include the names and telephone numbers of a contact person for each reference.
- 3) Contractor must hold a valid business license and be current with the Division of Revenue, LFUCG.
- 4) Contractor must be a registered contractor in Lexington-Fayette County.
- 5) For all holes in which rock is observed and approved, the Contractor agrees to be reimbursed the following amount per hole:

\$     \$25.00    

The cost per hole shall include all rental fees, materials and labor.

#### **NOTE TO BIDDER:**

**Failure to provide all information requested on this page may result in disqualification of bid. Questions on bidding should be directed to Division of Central Purchasing, Sondra Stone, 859.258.3320.**



1335 South Main St.  
Nicholasville, KY 40356  
Phone: (859) 887-2246  
Fax: (859) 887-1017  
Email: [stfencing@windstream.net](mailto:stfencing@windstream.net)  
Web site: [www.stfencing.net](http://www.stfencing.net)

March 6, 2013

To: LFUCG  
200 E. Main St  
Lexington, KY 40507

From: S & T Fencing Inc  
Nicholasville, KY 40356  
Ellis Walker

RE: Bid #18-2013

Our company has been in the fencing industry for over 25 years. Our main scope of business includes, residential and commercial fence installation, fence repairs, and fence replacement. We are experienced in all types of wood fencing, chain link fencing, vinyl and ornamental fencing.

Our References:

Fayette County Schools (2004 – 2012)  
Thomas Oaks – 859-381-3818

Jessamine County Public Schools  
Shirley Smith – 859-881-7111

Fayette County Parks & Rec  
Cathy Mobley - 288-2938 or 913-6431

The Hayden Co  
Gerald Wigginton – 859-885-3388 or 621-0833

Our LFUCG business license # is: 113065  
Our LFUCG contractor registration # is: 10086

S & T Fencing has a rock clause of \$25.00 per hole.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ellis Walker', written over a white background.

Ellis Walker  
Sec/Treas.