

**INVITATION TO BID**

Bid Invitation Number: #51-2014

Date of Issue: 03/10/2014

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 **03/24/2014**. 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, Rm 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: 139-143 E Main St, Lexington, KY

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).*

<b>Commodity/Service</b>
<b>Custodial Services – Downtown Arts Center</b>
See specifications

<p><b><u>Check One:</u></b></p> <p><input checked="" 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><b><u>Proposed Delivery:</u></b></p> <p>_____ days after acceptance of bid.</p>
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**Procurement Card Usage**

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?

No

Submitted by: Saffire Cleaning Services  
 Firm 133 Angel Falls Dr.  
 Address Lex. Ky 40511  
 City, State & Zip

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

Elly Bobbitt *owner*  
 Signature of Authorized Company Representative – Title  
Elizabeth Bobbitt  
 Representative's Name (Typed or printed)  
(859) 368-9631  
 Area Code - Phone - Extension      Fax #  
98saffirecleaning54@gmail.com  
 E-Mail Address

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**  
2 of 12

**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.Greenseal.org](http://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.**

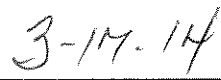
**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

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

  
\_\_\_\_\_  
Date

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.*

*[Handwritten Signature]*  
Signature

*Saffire Cleanup Services LLC*  
Name of Business



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

ADDENDUM #1

Bid Number: 51-2014

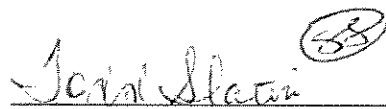
Date: March 17, 2014

Subject: Custodial Services – Downtown Arts Center

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

**TO ALL PROSPECTIVE BIDDERS:**

- 1) The mezzanine area will not be in contract. This will reduce total square footage cleaned to 11,660 and carpet square footage total to 6,783.
- 2) Cleaning hours Saturday and Sunday shall be as follows – 1st cleaning between 9:00 AM and 12:00 PM; 2nd cleaning between 5:00 PM and 1:00 AM, unless theater schedule determines otherwise.
- 3) See attached floor plans.
- 4) Pre-bid sign-in sheet attached.

  
\_\_\_\_\_  
Todd Slatin, 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.

COMPANY NAME: Saffire Cleaning Service Inc

ADDRESS: 133 High Falls Dr.

SIGNATURE OF BIDDER: Clay Robert



# CERTIFICATE OF LIABILITY INSURANCE

OP ID TDM1

DATE (MM/DD/YYYY)

03/20/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Creech & Stafford Ins Agcy Inc 210 Malabu Drive, Suite 200 Lexington KY 40502-3252 Phone:859-253-1371 Fax:859-233-9831	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #: SAFFI-1		
INSURED  Saffire Cleaning Service LLC Elizabeth Bobbitt 133 Angel Falls Drive Lexington KY 40511	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Liberty Mutual Insurance	24074
	INSURER B:	Kentucky Employers Mutual Ins.	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBP4780181	01/24/14	01/24/15	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 15000
	GEN'L AGGREGATE LIMIT APPLIES PER							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
								\$
A	AUTOMOBILE LIABILITY			BA4780178	01/24/14	01/24/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS				\$			
							\$	
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			385507	04/03/13	04/03/14	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Bid #51-2014

## CERTIFICATE HOLDER

## CANCELLATION

Division of Central Purchasing 200 E main St. Lexington KY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Creech & Stafford Insurance

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**EVIDENCE OF INSURABILITY**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PROJECT**  
 (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Name Insured: Saffire Cleaning Service, LLC Employee ID: \_\_\_\_\_

Address: 133 Angel Falls Lexington, KY Phone: \_\_\_\_\_

Project to be insured: Waterfall Sewer - West Lexington District 51-2004

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above named insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	A.M. Best's Rating
CGI	\$1,000,000/per occ. \$2,000,000 aggregate	\$ 1,000,000 / 2,000,000	Ohio Casualty	00726	A
AUTO	\$1,000,000/per occ.	\$ 1,000,000	Ohio Casualty	0076	A
WC	Statutory w/endorsement for Employer's Liability for \$500,000/per occ.	\$ 1,000,000	KEMI		A

The Risk Management Provisions Insurance and Indemnification required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting Crech and Stafford Insurance Agency, Inc.

Agency of Brokerage: 210 Malibu Drive Ste 200  
 Street Address: Lexington, KY 40502  
 City: 859-253-1371 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

Name of Authorized Representative: Tracy D. M. [Signature] CISR  
 Title: Commercial Lines Agent  
 Authorized Signature: [Signature]  
 Date: \_\_\_\_\_

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.  
**CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGES LISTED ABOVE IS NOT PROVIDED.**

WORKFORCE ANALYSIS FORM

Name of Organization:

*Saffire Cleanly Service Inc*

Date:

*3/17/14*

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

Prepared by:

*Oliver*

Name & Title

*Donnell*



## CONTRACTOR'S CLEANING PRODUCTS

LFUCG requires the use of environmentally preferred products. (GREEN CLEANERS)

During each inspection the janitorial closets will be inspected for the correct environmental cleaning chemicals. Any chemicals that have not been approved for usage will be removed from the janitorial closet

Product Name	Intended Use	Using Product at Time of Inspection		Non-Green Product
		Yes	No	
Simple Green	✓	✓		
Windex	✓	✓		
Stainless Steel	✓	✓		

## Contractor Experience & References

The Contractor is encouraged to submit the information requested below with their proposal. If the information is not provided with the bid and the Contractor has the low bid the LFUCG will contact the Contractor and give a 24 hour notification to provide the information. **If the information is not received by the end of the 24 hour period the bid will be rejected.** Please attach additional sheets as necessary.

1. Years the company has been in business as a custodial service.

\_\_\_\_\_ <sup>07</sup> \_\_\_\_\_ years

2. List jobs of comparable size to this contract which your company has held within the past 5 years. Please include a contact person and a phone number.

LFUCG  
Business Name

Jimmy Ross (859) 457-6532  
Contact Information (Name & Phone)

CHFS  
Business Name

Theresa (859) 271-2269  
Contact Information (Name & Phone)

Workforce Development  
Business Name

Lisa (859) 292-6666  
Contact Information (Name & Phone)

3. Please provide a list of current contracts and number of hours required per day.

LFUCG  
Business Name

Jimmy Ross (859) 457-6532 3 hrs  
Contact Information (Name & Phone) No. of hours per day

CHFS  
Business Name

Theresa Thomas (859) 271-2269 3hr  
Contact Information (Name & Phone) No. of hours per day

Workforce Development  
Business Name

Lisa (859) 292-6666 3hr  
Contact Information (Name & Phone) No. of hours per day

Next Interactions  
Business Name

Tiffany (856) 432-5224 (3-5)  
Contact Information (Name & Phone) No. of hours per day

4. Annual volume of business by dollars and square footage.

\$ 350,000

over 50,000 sq. ft.

**AFFIDAVIT**

Comes the Affiant, Sapphire Cleaning Service, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Elizabeth Bubbitt and he/she is the individual submitting the bid or is the authorized representative of Sapphire Cleaning Service 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.

8. Bidder at all times relevant to the performance of any services or work on behalf of the Lexington-Fayette Urban County Government, the Bidder has fully complied with, and will continue to comply with the provisions of the Federal Fair Labor Standards Act (29 U.S.C. Chapter 8) and KRS 337.225, pertaining to the payment of minimum wages and as otherwise applicable to such services or work performed.

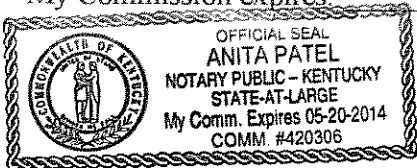
Further, Affiant sayeth naught. Elizabeth

STATE OF Ky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Elizabeth Bubbitt on this the 24 day of MARCH, 2014.

My Commission expires:



Anita Patel  
NOTARY PUBLIC, STATE AT LARGE

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

## PRICING SHEET

The Contractor shall submit a daily cost to provide the specified services, which includes labor, equipment, and cleaning supplies.

**Regular cleaning services will be required 6 days a week. One cleaning per day is required Tuesday-Friday and two cleanings per day are required Saturday-Sunday. It is possible that cleaning will be required on Mondays in the future. If Mondays are added, cleaning will be required once per day and will be paid at the same per day rate as Tuesday-Friday.**

Cost for all specified cleaning services, Tuesday-Friday. \$ 20.<sup>00</sup> /per day

Cost for all specified cleaning services, Saturday-Sunday. \$ 30.<sup>00</sup> /per day