



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 4, 2015

INVITATION TO BID #111-2015

Clearing & Grubbing At Sanitary & Storm Sewer Locations

Bid Opening Date: August 18, 2015

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

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 **08/18/2015**. 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 be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 600 Old Frankfort Circle, Lexington, KY 40510

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

Performance Bond Required: ___ Yes No

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

Submitted by: EKB Service - LLC

Firm Name
115 MacArthur Ct.

Address
N.C. KY 40356

City, State & Zip

Bid must be signed
(original signature)

Signature of Authorized Company Representative – Title
BRIAN K. MONROE

Representative's Name (Typed or printed)

859-221-5183 859-885-4211

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

GAL617@aol.com
E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Brian Monr FCB, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Brian K. Monr and he/she is the individual submitting the bid or is the authorized representative of FCB Servi LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by [Signature] on this the 14 day of Aug, 2015.

My Commission expires: 9.11.16
[Signature]
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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


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

Bidders

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




Signature

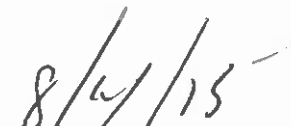


Name of Business
ZKB Service LLC

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

Bid Schedule

The LFUCG is requesting bids for the purpose of establishing a **Unit Price Contract for Site Clearing and Grubbing Services at Sanitary and Storm Sewer Locations** for the Division of Water Quality as per the attached Contract Documents for the period set forth within these Contract Documents and at the unit prices stated in the Proposal. Unit prices shall include all items and directions as stated in the Specifications.

The Bidder agrees to perform all the work described in the Contract Documents which shall include the furnishing of all labor, materials, supplies, services, all items of cost, overhead, taxes (federal, state, local), insurance, and profit for the contractor and any subcontractor involved with the work. Incidental items to the work are not listed.

Bidder must enter pricing in all line items below to be considered. **Bid will be awarded to one (1) bidder ONLY.** Terms of this Contract shall be for 1 year with 2 1 year renewals. Individual work orders with specific scope, schedule, and maps shall be issued throughout the contract. Time to complete each specific work order shall be negotiated by the Contractor and LFUCG. Examples of maps and locations are found in Appendix A, right of entry forms are found in Appendix B.

Bids shall be based on the quantities as listed in the column "Estimated Quantity". Contractor payment shall be based on actual quantities as measured in the field and the unit prices in the bid proposal. Payment for tree removal will be based on the total number of trees approved for removal by LFUCG staff and the removal of those trees at each site by the Contractor.

The Contract shall be awarded to the lowest total bid (Items 1 through 6).

| Item | Service | Unit Bid | Estimated Quantity | Unit Price | Total Amount Bid |
|--------------------------------------|--|----------|--------------------|---------------|------------------|
| 1 | Clearing and Grubbing (≤ 2-in Caliper) | SF | 15,000 SF | \$ 1.50 /SF | \$ 7500.00 |
| 2 | Tree Removal (> 2-in and ≤ 6-in Caliper) | EA | 30 EA | \$ 27.50 /EA | \$ 825.00 |
| 3 | Tree Removal (> 6-in to ≤ 12-in Caliper) | EA | 15 EA | \$ 41.50 /EA | \$ 622.50 |
| 4 | Tree Removal (> 12-in to ≤ 24-in Caliper) | EA | 15 EA | \$ 82.50 /EA | \$ 1237.50 |
| 5 | Tree Removal (> 24-in to ≤ 48-in Caliper) | EA | 15 EA | \$ 135.50 /EA | \$ 2032.50 |
| 6 | Tree Removal (> 48-in Caliper) | EA | 15 EA | \$ 225.00 /EA | \$ 3375.00 |
| Total Amount Bid (Items 1 through 6) | | | | | \$ 15,935.00 |

**RIGHT OF ENTRY
SITE CLEARING AND GRUBBING SERVICES AT SANITARY AND STORM
SEWER LOCATIONS**

ADDRESS: _____

I/WE, _____, the undersigned owner(s) of that certain property located at-

_____ do hereby give, grant, and/or convey unto the Lexington-Fayette Urban County Government or its designated agent the right to enter upon or across said property permanently or for _____ calendar days from the date of signature for the purpose of:

- Clearing and grubbing around sanitary and storm sewer infrastructure
- Other: _____

_____ in the following general locations located on the property: _____

By executing this Right of Entry, the undersigned hereby specifically agree(s) that neither LFUCG nor its designated agent shall have any responsibility for any damages that may occur to fences, driveways, buildings, or any other structures or property resulting from the described work or for making any repairs necessitated by any damages that may occur from the described work. The undersigned hereby further specifically agree(s) that if any damage is caused by the described work the undersigned shall bear sole responsibility for the cost of making any needed repairs. It is further agreed that the right of entry granted for the work described above shall waive claim of trespass on said property.

IN WITNESS WHEREOF, I/WE have set our hands this the _____ day of _____, 2013.

(Signature of Property Owner)
Witness)

(Signature of

(Phone Number of Property Owner)
Witness)

(Phone Number of

Witness)

(Address of