



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 4, 2016

INVITATION TO BID #22-2016 Tree Installation

Bid Opening Date: February 18, 2016

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

Bid Opening Time: 2:00 PM

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Address: N/A

Pre Bid Time: 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 **02/18/2016**. 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: VARIOUS LOCATIONS, Lexington, KY

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: ___ Bid Specifications Met ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		Proposed Delivery: ___ 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? ___ Yes ___ No		

Submitted by: SOMETHIN BLOOMIN
Firm Name
1045 HIGBEE MILL RD
Address
LEXINGTON KY 40503
City, State & Zip

Bid must be signed:
(original signature) Cindy England
Signature of Authorized Company Representative – Title
Cindy England
Representative's Name (Typed or printed)
859-536-7568
Area Code - Phone – Extension Fax #
Sbloomine@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, Cindy England, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Cindy England, owner and he/she is the individual submitting the bid or is the authorized representative of SUMMIT HILL BLOOMING 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. [Signature]

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by CYNTHIA ENGLAND on this the 11th day of FEBRUARY, 2016.

My Commission expires: 04.09.2019



[Signature]
NOTARY PUBLIC, STATE AT LARGE

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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#22-2016**

Date: February 10, 2016

Subject: **Tree Installation**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Replace the Bid Pricing sheet with the 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: SOMETHIN BLOOMIN

ADDRESS: 1045 HIGBEE MILL RD

SIGNATURE OF BIDDER: Cadey England

BID PRICING (rev. February 10, 2016)

Cost EACH shall include all labor, tools, equipment, tree, mulch, water bag, and first watering as per specifications for:

Autumn Brilliance Serviceberry B&B 1" caliper

Cost EACH for total quantity of 1-5 this tree	<u>\$128.50</u>
Cost EACH for total quantity of 6-10 this tree	<u>\$118.00</u>
Cost EACH for total quantity of 11-15 this tree	<u>\$108.00</u>
Cost EACH for total quantity of 16-20 this tree	<u>\$102.00</u>

American Sycamore B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree	<u>\$246.50</u>
Cost EACH for total quantity of 6-10 this tree	<u>\$224.00</u>
Cost EACH for total quantity of 11-15 this tree	<u>\$210.00</u>
Cost EACH for total quantity of 16-20 this tree	<u>\$198.50</u>

Black Gum B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree	<u>\$229.50</u>
Cost EACH for total quantity of 6-10 this tree	<u>\$219.50</u>
Cost EACH for total quantity of 11-15 this tree	<u>\$209.50</u>
Cost EACH for total quantity of 16-20 this tree	<u>\$200.00</u>

Burr Oak B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree	<u>\$229.50</u>
Cost EACH for total quantity of 6-10 this tree	<u>\$219.50</u>
Cost EACH for total quantity of 11-15 this tree	<u>\$209.50</u>
Cost EACH for total quantity of 16-20 this tree	<u>\$200.00</u>

Eastern Redbud B&B 1.5" caliper

	Variety	
	<u>Forest Pansy</u>	<u>Hearts of Gold</u>
Cost EACH for total quantity of 1-5 this tree	<u>\$136.50</u>	<u>\$152.50</u>
Cost EACH for total quantity of 6-10 this tree	<u>\$124.50</u>	<u>\$140.50</u>
Cost EACH for total quantity of 11-15 this tree	<u>\$112.50</u>	<u>\$125.00</u>
Cost EACH for total quantity of 16-20 this tree	<u>\$102.50</u>	<u>\$114.00</u>

(cont.)

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

Alba

\$152.50
\$ 139.50
\$ 126.00
\$ 117.00

Tennessee Pink

\$149.50
\$ 137.50
\$ 127.50
\$ 117.50

Kentucky Coffee Tree 2" caliper

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

\$ 208.00
\$ 243.00
\$ 230.00
\$ 215.00

Variety

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

Expresso

\$ 249.50
\$ 238.50
\$ 224.50
\$ 214.50

Stately Manor

\$ 249.50
\$ 238.50
\$ 224.50
\$ 214.50

Overcup Oak 2" caliper

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

\$ 249.77
\$ 234.50
\$ 221.50
\$ 214.50

Shumard Oak B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

\$ 256.70
\$ 244.50
\$ 235.50
\$ 220.00

Swamp White Oak 2" caliper

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

\$ 248.70
\$ 234.50
\$ 222.70
\$ 210.70

Sugar Maple B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

\$248.50
\$234.19
\$221.50
\$210.50

Tulip Poplar B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

\$247.50
\$232.50
\$224.50
\$209.50

Yellowwood B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree
Cost EACH for total quantity of 6-10 this tree
Cost EACH for total quantity of 11-15 this tree
Cost EACH for total quantity of 16-20 this tree

\$248.70
\$231.40
\$219.00
\$208.00

Cost per tree per visit for watering as per specs

\$3.65

LIST OF UNIT COSTS

Mark-up percentage(%) for other tree species
not listed

40%

Cost per tree for installation as per specs

~~408.50~~
408.50 CLR

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 disability.

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.

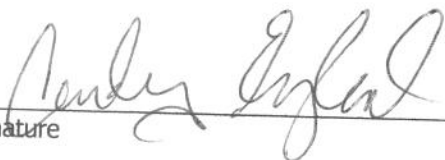
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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, veteran status, disability and age.

Signature

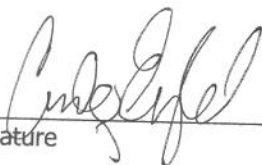


Name of Business



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

2-12-14
Date

WORKFORCE ANALYSIS FORM

Name of Organization: SOMETHIN BLOOMIN

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		✓														
Professionals	1		✓														
Superintendents	1	✓															
Supervisors	3	✓															
Foremen	1	✓		✓													
Technicians	8	✓															
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: CINDY ENGLAND, owner Date: 2.14.16
 (Name and Title)

Revised 2016-Dec-15

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/ RFP/ Quote # 22-2016

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

