

**PART III**  
**FORM OF PROPOSAL**

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**PART III**

**Invitation to Bid No. 38-2015**

**Asphalt Repair for Tennis and Basketball Courts**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 4/6/2015

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Tennis Technology Inc  
PO Box 10709  
5510 Poplar Park Blvd. Louisville KY 40228  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Tennis Technology Inc, "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government  
(Hereinafter called "OWNER")  
Office of the Director of Purchasing  
200 East Main Street, 3rd Floor  
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for Asphalt Repair for Tennis & Basketball Courts having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_

NONE

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

**2. LEGAL STATUS OF BIDDER**

Bidder Tennis Technology Inc

Date April 6, 2015

\* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Jeffrey Henderson, bearing the official title of president, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

\* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

\*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Jeffrey Henderson and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jeffrey Henderson and he/she is the individual submitting the bid or is the authorized representative of Tennis Technology 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 the "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]  
(Affiant)

STATE OF Kentucky  
COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeffrey Henderson on this the 6<sup>th</sup> day of April, 2015.

My Commission expires: 2/9/16

[Signature]  
NOTARY PUBLIC, STATE AT LARGE

**4. BID SCHEDULE – SCHEDULE OF VALUES**

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

The LFUCG reserves the right to award bid based on any combination of items in the best interest of the government.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
1.	Provide all labor, tools, equipment and materials to refurbish <u>ALL</u> existing pavements, apply asphalt overlay, repair cracks, and apply new color coat and striping for Shillito, Meadowthorpe, Waverly and Lou Johnson Park respective tennis/basketball courts as requested per said specific project, within Lexington, KY as per contract documents & plans, in accordance with the Contract Documents. _____ Dollars and _____ Cents (Lump Sum)	1	LS	\$  No Bid

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
2.	<p>Provide all labor, tools, equipment and materials to refurbish existing pavements, repair cracks, and apply new color coat and striping for <u>Shillito Park</u> tennis courts as requested per said specific project, within Lexington, KY as per contract documents &amp; plans, in accordance with the Contract Documents</p> <p><u>THIRTY FIVE THOUSAND NINE HUNDRED</u> Dollars</p> <p><u>ND</u> Cents (Lump Sum)</p> <p><u>500' OF GUARDIAN 2 YEAR WARRANTY ON GUARDIAN</u></p>	1	LS	\$ <u>35,900.00</u>
3.	<p>Provide all labor, tools, equipment and materials to refurbish existing pavements, repair cracks, and apply new color coat and striping for <u>Meadowthorpe Park</u> tennis courts as requested per said specific project, within Lexington, KY as per contract documents &amp; plans, in accordance with the Contract Documents</p> <p><u>NINETEEN THOUSAND SIX FIFTY FOUR</u> Dollars</p> <p><u>ND</u> Cents (Lump Sum)</p> <p><u>566' OF GUARDIAN 2 YEAR WARRANTY ON GUARDIAN</u></p>	1	LS	\$ <u>19,654.00</u>
4.	<p>Provide all labor, tools, equipment and materials to refurbish existing pavements, repair cracks, and apply new color coat and striping for <u>Waverly Park</u> tennis courts as requested per said specific project, within Lexington, KY as per contract documents &amp; plans, in accordance with the Contract Documents</p> <p>_____ Dollars</p> <p>_____ Cents (Lump Sum)</p>	1	LS	\$ <u>No Bid</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
5.	<p><b>Provide all labor, tools, equipment and materials to refurbish existing pavements, repair cracks, and apply new color coat and striping for <u>Lou Johnson Park</u> basketball courts as requested per said specific project, within Lexington, KY as per contract documents &amp; plans , in accordance with the Contract Documents</b></p> <p>_____ Dollars</p> <p>_____ Cents (Lump Sum)</p>	1	LS	\$ <u>No Bid</u>

**LIST OF UNIT PRICES**

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract. The "Rules of Measurement" set forth in the Special Conditions shall govern where volume units are concerned.

DESCRIPTION OF WORK	UNIT PRICE
1. Stone Bag Inlet Protection	_____ EA
2. Silt Fence	_____ LF
3. Tree Protection/ Construction Fence	_____ LF
4. Grass Seed Mix	_____ AC
5. Straw Mulch	_____ SF
6. Concrete installed	_____ CY
7. #57 stone	_____ TN
8. Blk coated chain link fence 10'-9ga. Core	_____ LF
9. Blk, coated fence post 10", 3"dia	_____ EA



10. Chain Link Fence Gate	<u>                    </u>	EA
11. Court Color Coating	<u>\$ 5.25</u>	SY
12. Basketball Court Striping – 2"	<u>\$ 1.00</u>	LF
13. Tennis Court Striping – 2"	<u>\$ 1.00</u>	LF
14. Asphalt Surface	<u>                    </u>	TN
15. Asphalt Base	<u>                    </u>	TN
16. Demolition & Removal or Bit. Concrete	<u>                    </u>	CY
17. Guardian Crack Repair or Equal	<u>\$ 19.00</u>	LF
18. Nilex Petromat or Equal	<u>                    </u>	SY

Submitted by:

Tennis Technology Inc.  
Firm

PO Box 19709 5510 Poplar Park Blvd  
Address

Louisville KY 40259  
City, State & Zip

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

*JH* PRESIDENT  
Signature of Authorized Company Representative – Title

Jeff Henderson  
Representative/s Name (Typed or Printed)

502 969 8861 502 969 8871  
Area Code – Phone – Extension Fax #

fenntech@bellsouth.net  
E-Mail Address

**OFFICIAL ADDRESS:**

Tennis Technology Inc

5510 Poplar Park Blvd.

Louisville, KY

40228 (Seal if Bid is by Corporation)

**By signing this form you agree to ALL terms, conditions, and associated forms in this bid package**

5. **STATEMENT OF BIDDER'S QUALIFICATIONS**

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

- 1. Name of Bidder: Tennis Technology Inc.
- 2. Permanent Place of Business: 5510 Poplar Park Blvd. Louisville, KY 40228
- 3. When Organized: 1978
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:

<u>Loader</u>	<u>Trencher / Ditch Witch</u>
<u>Backhoe</u>	<u>Compactors</u>
<u>Dump Truck</u>	<u>Various hand tools</u>
<u>Power</u>	
<u>Skid Steer</u>	
<u>Auger</u>	

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:  
If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:  
\_\_\_\_\_ (Surety)

Signed: \_\_\_\_\_ (Representative of Surety)

- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
LFCUG	Various Parks in Metroarea over past 5 years	Various
University of Kentucky	Lexington, KY	Manager past 5 years Last \$ 89,750.
Bluegrass Tennis	Nicholasville, KY.	\$ 27,265.
Eastern Kentucky University	Richmond, KY.	\$ 221,704.
Centre College	Danville, KY.	\$ 54,788.

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Maggoffin County Board of Education	Saylesville, KY	\$ 477,479.
Silver Creek High School	Sellersburg, IN	\$ 533,159.

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Jeff Henderson	Owner	37
William R Munn	Project Manager	31
William T Milam	Project Manager	21
Mike Devere	Project Manager	11
Jose Lopez	Project Manager	5

11. DBE Participation on current bonded projects under contract:

*NA*

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

6. **LIST OF PROPOSED SUBCONTRACTORS** *N/A All work will be performed by Tenni's Technology.*

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<b><u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u></b> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<b><u>SUBCONTRACTOR</u></b>	<b><u>DBE</u></b> <b><u>Yes/No</u></b>	<b><u>% of Work</u></b>
1. _____	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

**7. LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

**A. GENERAL**

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

**B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments 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) 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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 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)
- 4) The LFUCG will make every effort to notify interested MWDBE 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.

**C. DEFINITIONS**

- 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.
- 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.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE 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.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE 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.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. 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.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package



- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. 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
- l. 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.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a

MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the 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 that has been certified as being 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
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
LFUCG	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
Community Ventures Corporation	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
KY Department of Transportation	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	<a href="mailto:rwaldon@ecul.org">rwaldon@ecul.org</a>	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
Small Business Administration	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
LaVoz de Kentucky	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
The Key News Journal	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 38-2015

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE 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.

TENNIS TECHNOLOGY INC  
Company

[Signature]  
Company Representative

4-6-15  
Date

PRESIDENT  
Title

*Not applicable. All work on proposed bid will be performed by Tennis Technology, Inc. No subcontractors required.*



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 38-2015

The substituted MWDBE 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 MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

TENNIS TECHNOLOGY Inc  
Company

[Signature]  
Company Representative

4-6-15  
Date

PRESIDENT  
Title

*No sub contractors required. All work performed by Tennis Technology Inc.*



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 58-2015

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

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

MWDBE 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.

TENNIS TECHNOLOGY INC  
Company

[Signature]  
Company Representative

4-6-15  
Date

PRESIDENT  
Title

*None requested all work to be performed by Tennis Technology Inc.*

NA



### 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 MWDBE 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 #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 38-2015

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 MWDBE 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 than 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 MWDBE 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.
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- \_\_\_\_\_ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- \_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

TENNIS TECHNOLOGY Inc  
 Company  
~~4-6-15~~ 4-6-15  
 Date

[Signature]  
 Company Representative  
 PRESIDENT  
 Title

*None sought all work to be performed by Tennis Technology*

**8. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Jeff Henderson

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: 37 years experience building and resurfacing tennis courts

NAME OF INDIVIDUAL: William R Nunn

POSITION/TITLE: Vice President / Project Manager

STATEMENT OF EXPERIENCE: 31 years experience building and resurfacing tennis courts.

NAME OF INDIVIDUAL: William T. Milam

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: 21 years experience building and resurfacing tennis courts

NAME OF INDIVIDUAL: Mike Devore  
POSITION/TITLE: Project Manager  
STATEMENT OF EXPERIENCE: 11 years building and resurfacing  
tennis courts

NAME OF INDIVIDUAL: Jose Lopez  
POSITION/TITLE: Project Manager  
STATEMENT OF EXPERIENCE: 5 years building and resurfacing  
tennis courts

NAME OF INDIVIDUAL: \_\_\_\_\_  
POSITION/TITLE: \_\_\_\_\_  
STATEMENT OF EXPERIENCE: \_\_\_\_\_

\* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

**10. EQUAL OPPORTUNITY AGREEMENT**

The Law

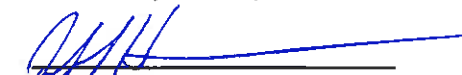
- \* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- \* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor 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.*

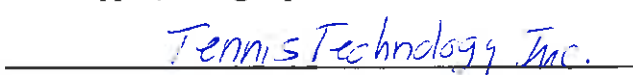
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

**10. EQUAL OPPORTUNITY AGREEMENT**

The Law

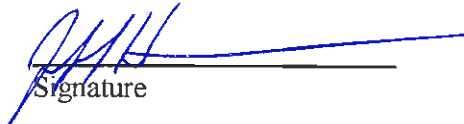
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Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

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

*Tennis Technology Inc.*  
\_\_\_\_\_  
Name of Business

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.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract 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 – 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 quoted above 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.

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Tennis Technology Inc.

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

x 

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: Tennis Technology Inc Date: 3/31/15

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1						1	
Professionals									
Superintendents									
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	1		1						1
Skilled Craft	5	3				2		5	
Service/Maintenance	8	3		1		4		8	
Total:	15	7	1	1		6		14	1

Prepared By: Youn De Office Manager

**13. EVIDENCE OF INSURABILITY**

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

Name Insured: Tennis Technology Inc Employee ID: \_\_\_\_\_

Address: PO Box 19709 5510 Poplar Park Blvd Louisville KY 40228 Phone: 502 969-8861

Project to be insured: Asphalt Repair for Tennis and Basketball Courts Bid # 3F-2015

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 Insurances and Risk Management of Part V (Special Conditions), including all requirements, and conditions.

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-1 Section 2, Part 4 1 - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 occ \$2,000,000 (agg)	Auto-Owners		A+
SC-3 Section 2, Part 4 1 - see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000 combined single limit	AOI		A+
SC-3 Section 2, Part 4 1 - see provisions	W/C	Statutory w/ endorsement as noted	\$			

Section 2 includes 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 BRG LLC for ISU Insurance

Agency or Brokerage Investment Group Name of Authorized Representative JERRY PAUC

Street Address 301 E. WILKINSON ST. Title Owner/Member

City Sellersburg IN State IN Zip 47172 Authorized Signature [Signature]

Telephone Number 812-346-6333 Date 3-31-15

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.

**IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.**

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**UMBRELLA POLICY DECLARATIONS**AGENCY ISU-INSURANCE AND INVESTMENT GROUP  
02-0305-00 A MKT TERR 117 (812) 246-6333

Renewal Effective 05-01-2014

**POLICY NUMBER 42-795-525-01**

INSURED TENNIS TECHNOLOGY INC

Company Use 09-21-KY-0105

ADDRESS PO BOX 19709

Company Bill	<b>POLICY TERM</b>	
	12:01 a.m. 05-01-2014	12:01 a.m. 05-01-2015

LOUISVILLE KY 40259-0709

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

**COMMERCIAL UMBRELLA****LIMITS OF LIABILITY:**

Products-Completed Operations Aggregate	\$ 2,000,000
Other Aggregate	\$ 2,000,000
Each Incident Limit	\$ 2,000,000

**RETAINED LIMIT: \$ 5,000** (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

**FORMS THAT APPLY TO THIS POLICY:**

26800 (07-05)	26606 (10-05)	26343 (07-05)	59350 (01-08)	26366 (07-05)
26505 (07-08)	26541 (08-05)	26527 (09-09)	26455 (07-05)	26296 (07-05)
26405 (07-05)				

**COMMERCIAL UMBRELLA PREMIUM****PREMIUM**  
\$1,641.33**THE POLICY PREMIUM SHOWN ABOVE INCLUDES:**

TERRORISM  
CERTIFIED ACTS SEE FORMS 59350, 26505, 59390 \$15.11

**TOTAL POLICY PREMIUM****TERM**  
\$1,641.33

APPLICABLE RATING TERRITORY: 011  
PROGRAM: Premier Contractors/Subcontractors

A 19% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):  
Comm Auto(X) Comm Prop/Comm Liab(X) Farm() WC() Life(X) Personal().

The Total Policy Premium shown above includes:

County Tax JEFFERSON	76.30
Tax Collection Fee	11.45
Kentucky Premium Surcharge	27.47

**13. EVIDENCE OF INSURABILITY**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT  
(Use separate form for each Agency or Brokerage agreement to provide coverage.)

Name Insured Tennis Technology Inc Employee ID# \_\_\_\_\_

Address P.O. Box 19709, 5510 Poplar Pike Blvd Louisville KY 40228 Phone: 502 969-8861

Project to be insured Asphalt Repair for Tennis and Basketball Courts Bid # 35-2015

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.

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-1, Section 2, Part 4 I - see provisions	COL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 \$2,000,000	ALLSTATE		
SC-3, Section 2, Part 4 I - see provisions	AUTO	\$1,000,000/per occ.	\$1,000,000	11		
SC-4, Section 2, Part 4 I - see provisions	WC	Statutory w/endorsements as noted	\$	HCC		

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage checked above unless stated otherwise when submitting.

Agency or Brokerage Louisville FINS Network Name of Authorized Representative Jim Wenderson

Street Address 901 Hwy Creek Rd #201 Title Agent

City Louisville Ky 40223 Authorized Signature Jim Wenderson

State Ky Date 3-31-15

Zip 40223

Telephone Number 502 473-8660

**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.

**IMPORTANT:** Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2015

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).

<b>PRODUCER</b> Louisville Insurance Network 901 Lily Creek Rd Suite 201 Louisville KY 40243	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (502) 473-8660      FAX (A/C, No.): (502) 473-8695 E-MAIL ADDRESS: cheri@louisvilleins.com INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Autoowners Insurance Co INSURER B: AGC INSURER C: INSURER D: INSURER E: INSURER F:
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**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 INSD. WAO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER		0879552514	05/01/15	05/01/16	EACH OCCURRENCE      \$ 1000000 DAMAGE TO RENTED PREMISES (Ex occurrence)      \$ 300000 MED EXP (Any one person)      \$ 10000 PERSONAL & ADV INJURY      \$ 1000000 GENERAL AGGREGATE      \$ 1000000 PRODUCTS - COMP/OP AGG      \$ 1000000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4279552500	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ex accident)      \$ 1000000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		4279552501	05/01/15	05/01/16	EACH OCCURRENCE      \$ 2000000 AGGREGATE      \$ 2000000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	003895	01/01/15	01/01/16	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH ER E L EACH ACCIDENT      \$ 4000000 E L DISEASE - EA EMPLOYEE      \$ 4000000 E L DISEASE - POLICY LIMIT      \$ 4000000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: Asphalt Repair per Tennis & Basketball Courts Bd#38 2015

<b>CERTIFICATE HOLDER</b>  LFUCG Division of Central Purchasing 200 East Main Street Third Floor Rm 338 Lexington, KY 40507	<b>CANCELLATION</b>  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
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**14. DEBARRED FIRMS**

**PROJECT NAME:** Asphalt Repair for Tennis and Basketball Courts

**BID NUMBER:** 38-2015

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of Tennis Technology Inc. has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Tennis Technology Inc  
Name of Firm Submitting Bid

JMH  
Signature of Authorized Official

President  
Title

4-6-15  
Date



**15. DEBARMENT CERTIFICATION**

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.


The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Tennis Technology Inc.

Project: Asphalt Repair Per Tennis and Basketball Courts  
Bid # 38-2015

Printed Name and Title of Authorized Representative: Jeff Henderson

Signature: 

Date: 4-6-15

END OF SECTION

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Tennis Technology, Inc  
P. O. Box 19709  
Louisville, KY 40259

**SURETY:**

(Name, legal status and principal place of business)

Lexon Insurance Company  
10002 Shelbyville Rd., Suite 100  
Louisville, KY 40223

**OWNER:**

(Name, legal status and address) Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, KY 40507

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of the Amount Bid

(\$ 5% of Bid )

**PROJECT:**

(Name, location or address, and Project number, if any)


Asphalt Repair for Tennis and Basketball Courts - Bid No. 38-2015

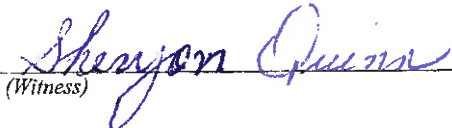
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of April 2015

  
(Witness) \_\_\_\_\_  
Tennis Technology, Inc  
(Principal) \_\_\_\_\_ (Seal)  
(Title) *President*

  
(Witness) \_\_\_\_\_  
Lexon Insurance Company  
(Surety) \_\_\_\_\_ (Seal)  
(Title) *Amy Meredith*  
Amy Meredith  
Attorney-In-Fact

init.

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# Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Jessica Nowlin, Sheryon Quinn, Bonnie J. Wortham its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 4,000,000.00, Four Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21<sup>st</sup> day of September, 2009.

**LEXON INSURANCE COMPANY**



BY   
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 21<sup>st</sup> day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
Mv Commission Expires 01-09-16

BY   
Amy L. Taylor  
Notary Public

### CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 12 Day of April, 2015.



BY   
Andrew Smith  
Assistant Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."**

5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

- 1. Name of Bidder: Tennis Technology Inc
- 2. Permanent Place of Business: 5510 Poplar Park Blvd. Louisville, KY 40228
- 3. When Organized: 1978
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:

<u>Loader</u>	<u>Trencher / Ditch Witch</u>
<u>Backhoe</u>	<u>Compactors</u>
<u>Dump Truck</u>	<u>Various hand tools</u>
<u>Power</u>	
<u>Skid Steer</u>	
<u>Auger</u>	


(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Lexon Insurance Company (Surety)

Signed:  (Representative of Surety)

- 8. The following is a list of similar projects performed by the Bidder. (Attach separate sheet if necessary).