



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 17, 2016

## INVITATION TO BID #40-2016 Mowing for Parks and Recreation

Bid Opening Date: **March 29, 2016**

Bid Opening Time: **2:00 PM**

Address: 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time:

Address:

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 **3/29/16**. 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

<b>Check One:</b> ___ Bid Specifications Met ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> ___ days after acceptance of bid.
<b>Procurement Card Usage</b> —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: McGEE SPRINGS INC.  
Firm Name

136 McARTHUR CT.  
Address

NICHOLASVILLE KY 40350  
City, State & Zip  
FOR MCGEE SPRINGS

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

[Signature] PRESIDENT  
Signature of Authorized Company Representative – Title

MATTHEW HUGHES  
Representative's Name (Typed or printed)

859 887-0784  
Area Code - Phone - Extension Fax #

MCGEEsprings@windstream.net  
E-Mail Address

McGee Springs Inc.  
136 MaCarthur Ct.  
Nicholasville, KY 40356  
859-887-0784

Family owned and operated, McGee Springs has been serving central Kentucky for over 18 years. We are one of Lexington's premiere landscape companies. We're a team of hard-working, highly skilled professionals that have a single goal in mind – pleasing our customers.

We are a full service lawn and landscape company serving residential, farm, commercial, and municipal properties. The staff of McGee Springs will always supply a quality product and production, as well as respect your property and trust at all times.

Our employees are highly trained and skilled to bring you professional, quality workmanship. All employees will be uniformed in safety yellow/orange shirts, courteous, and respectful of your property. McGee Springs' team members take pride in their work and strive to bring you the very best results.

Our goal is to have zero complaints from damaged property and call backs. That being said we acknowledge that mistakes happen, things get missed, and property gets damaged. We stress from the top down that disciplinary action against employees will not occur if we are notified by them when these issues arise; we want to be made aware of these occurrences so we can be proactive to their remedy. Hopefully Kevin Kewin with LFUGC can attest to past experiences with damaged property and our response time to call backs.

Our mission is to not only meet, but exceed your expectations! We look forward to working with you.



McGee Springs Inc.  
Matthew Hughes 859-983-5236  
Eric Whitaker 859-983-5234

3/20/16

## Meet the staff:

### Full Time Employees

**Eric Whitaker**—Owner— 22 years turf management experience. Graduate of UK 1997. Licensed for chemical application. Certified for first aid, CPR and blood born pathogen response.

**Matthew Hughes**—Owner— 18 years turf management experience. Graduate of UK 1997. Licensed for chemical application.

**David Stidham**—Foreman—12 years turf management experience. Prior to his tenure at McGee Springs, most of his experience was with Dixiana Horse Farm. Starting his 6<sup>th</sup> year with McGee Springs. Mechanic.

**“Mark” Harry Rogers**—Foreman—13 years turf management experience. Starting his third year with McGee Springs.

**Deric Pierce**—Technician—7 years turf management experience. Starting his 7<sup>th</sup> year with McGee Springs. Has been on the “City Crew” for most of his tenure with McGee Springs.

**Charles Rogers**—Foreman—14 years turf management experience. Starting his 3<sup>rd</sup> year with McGee Springs

**Dan Yockey**—Landscape Foreman—5 years turf management experience. Starting his 2<sup>th</sup> year with McGee Springs.

**Brandon Stidham**—Technician—8 years turf management experience. Starting his 4<sup>th</sup> year with McGee Springs Inc.

### Seasonal Employees

**Dennis Denev**—Technician—1 year turf management experience. Starting college next fall. Starting his 2<sup>nd</sup> season.

**Sal Whitaker**—Technician—5 years turf management experience. Starting College next fall. Starting his 6<sup>th</sup> season with McGee Springs Inc.

**Ethan Whitaker**—Technician—2 years turf management experience. Currently in school. Starting his 3<sup>rd</sup> season with McGee Springs.

**Aaron Long**—Technician—1 year turf management experience. Graduating High School this spring. Starting his 2<sup>nd</sup> season with McGee Springs.

**Thomas Prichard**—Technician—4 years turf management experience. Starting his 5<sup>th</sup> season with McGee Springs.

Total employees during peak last year numbered 21. Depending on workload, 5 are eligible for re-hire.

All employees and owners listed have extensive experience on the City Contracts we have had in the past.

## Equipment:

- 1.) 72" Exmark Lazer—3.64 Acres per hour.
- 2.) 60" Exmark Lazer—2.42 Acres per hour.
- 3.) 60" Exmark Lazer—2.42 Acres per hour
- 4.) 60" Exmark Lazer—2.42 Acres per hour
- 5.) 60" Exmark Lazer—2.42 Acres per hour
- 6.) 60" Exmark Lazer—2.42 Acres per hour
- 7.) 52" Exmark Walk Behind—2.02 Acres per hour
- 8.) 52" Exmark Walk Behind—2.02 Acres per hour
- 9.) 52" Scagg Walk Behind—2.02 Acres per hour.

### Mowers Purchased for 2016

- 10.) 72" Exmark Lazer—3.64 Acres per hour.
- 11.) 72" Exmark Lazer—3.64 Acres per hour
- 12.) 60" Exmark Lazer—2.42 Acres per hour.
- 13.) 60" Exmark Lazer—2.42 Acres per hour
- 14.) 52" Exmark Walk Behind—2.02 Acres per hour
- 15.) 52" Exmark Walk Behind—2.02 Acres per hour

We have twelve (12) FS 90 Stihl String Trimmers. We plan on purchasing 5 more regardless of the outcome of the City bids. We have four (4) FS 95 Stick Edgers.

We have eight (8) trucks with either a trailer or Wilro beds for transportation.

The acreage per hour is based on a ground speed of 5 MPH (roughly half the top speed of the mowers) at 80% efficiency to account for overlap and turning.

## References:

- |  |                |              |              |
|--|----------------|--------------|--------------|
| 1.) LFUCG (Parks)  | Kevin Kewin    | 859-983-4759 | 2006-2014    |
| 2.) LFUCG  | Susan Pluger   | 859-425-2888 | 2015-Present |
| 3.) Switzer Development<br>101-157 Venture Ct.<br>870-811 Corporate Dr.<br>3080, 2424, 2265 Harrodsburg Road<br>Shannon Run Farm | Ben Hammack    | 859-312-1010 | 2006-Present |
| 4.) Shilito Office Cond.   | Kinney Pointer | 859-539-4089 | 2007-Present |
| 5.) Creekside North<br>Beaty Shop<br>Rent-A-Center<br>Spring Meadows Townhomes   | Louise Couch   | 338-5837     | 2005-Present |
| 6.) Secluded Farm  | Jim Murphy     | 859-608-9904 | 2010-Present |
| 7.) Duval Condo Ass.   | Ed McGee       | 859-421-2001 | 2011-Present |
| 8.) Option Care  | Ben Scott      | 859-229-7052 | 2005-Present |
| 9.) Landsdowne Merrick   | Ann Lucas      | 859-229-4108 | 2009-Present |
| 10.) Parker Lane HOA   | Chris Green    | 859-619-1125 | 2002-Present |
| 11.) Walden HOA  | Steve Stone    | 859-885-6131 | 2014-Present |

**Mowing for Parks and Recreation  
Bid #40-2016  
Price Sheet for Parks**

**Required:**  
All costs shall be filled in otherwise that District is Invalid.

*McBee  
5/23/2016*

Mowing Dist	Park Name	Location	Mowable Acres		Sq ft for spraying		Mowing cost / park	Trimming: String &		Edging cost / park
			Acres		Hardscapes			Spraying cost / park		
1	Armstrong Mill	1301 Armstrong Mill Rd.	5.709		248.00		180.00	35.00		35.00
1	Belleau Woods Park	3770 Forest Green Dr.	13.265		41,262.00		400.00	70.00		40.00
1	Berry Hill Park	3489 Buckhorn Dr.	7.776		90,998.00		240.00	45.00		40.00
1	Donaldson Park	8790 Tales Creek Rd.	0.287		5,690.00		30.00	5.00		-
1	Gainesway Park	3495 Appian Way	13.387		99,812.00		400.00	45.00		45.00
1	Harland Park	3701 Kenesaw Dr.	15.673		29,643.00		470.00	75.00		45.00
1	River Hill Park	380 Crosby Dr.	10.594		73,316.00		320.00	70.00		40.00
1	Southpoint Park	4496 Graves Dr.	3.101		23,897.00		95.00	35.00		30.00
<b>Totals</b>			<b>69.792</b>		<b>364,866.00</b>		<b>2,135.00</b>	<b>380.00</b>		<b>275.00</b>
<b>Total all 3 columns</b>							<b>2,790.00</b>			

Mowing Dist	Park Name	Location	Mowable Acres		Sq ft for spraying		Mowing cost / park	Trimming: String &		Edging cost / park
			Acres		Hardscapes			Spraying cost / park		
2	Carver Park	522 Patterson St.	0.899		18,484.00		35.00	15.00		55.00
2	Douglass Park	726 Georgetown St.	19.683		226,789.00		590.00	105.00		75.00
2	Gatz Park	250 W. Third St.	1.441		11,637.00		45.00	30.00		25.00
2	Meadowthorpe Park	333 Larch Ln.	4.183		42,755.00		125.00	55.00		-
2	Phoenix Park	100 East Main St.	0.221		17,823.00		45.00	15.00		15.00
2	Preston Springs Park	1937 Dunkirk Dr.	1.375		668.00		45.00	20.00		10.00
2	Pyramid Park	201 Driscoll Ave.	0.967		5,530.00		35.00	35.00		20.00
2	Speigle Heights Park	424 Speigle St.	1.040		10,877.00		40.00	35.00		20.00
2	Thompson Road Park	319 Thompson Rd.	0.095		4,016.00		35.00	10.00		-
2	Valley Park	2077 Cambridge Dr.	13.028		114,781.00		390.00	95.00		35.00
2	Whitney Young Park	1003 St. Martins Ave.	8.448		61,479.00		255.00	70.00		-
2	Woodward Heights Park	651 W. High St.	0.142		1,087.00		40.00	10.00		10.00
<b>Totals</b>			<b>51.522</b>		<b>515,926.00</b>		<b>1,880.00</b>	<b>495.00</b>		<b>265.00</b>
<b>Total all 3 columns</b>							<b>2,440.00</b>			

Mowing Dist	Park Name	Location	Mowable Acres		Sq ft for spraying		Mowing cost / park	Trimming: String &		Edging cost / park
			Acres		Hardscapes			Spraying cost / park		
3	Coolavin Park	550 W. Sixth St.	10.071		61,986.00		325.00	120.00		95.00
3	Constitution Park	1870 Old Paris Rd.	19.485		171,460.00		585.00	130.00		10.00
3	Elkhorn Park	444 Cane Run Rd.	5.938		4,703.00		180.00	35.00		-
3	Green Acres Park	1560 LaSalle Rd.	5.450		16,884.00		185.00	70.00		45.00
<b>Totals</b>			<b>40.944</b>		<b>255,033.00</b>		<b>1,255.00</b>	<b>355.00</b>		<b>150.00</b>
<b>Total all 3 columns</b>							<b>1,760.00</b>			

**Mowing for Parks and Recreation  
 Bid #40-2016  
 Price Sheet for Parks**

*McGee's  
 5 Parks*

Mowing Dist	Park Name	Location	Movable Acres	Sq ft for spraying Hardscapes	Mowing cost / park	Trimming: String & Spraying cost / park	Edging cost / park	
4	Highlands Park	1991 Mark Ave.	9.169	18,105.00	275.00	95.00	45.00	
4	Marlboro Park	561 Benton Rd.	8.240	39,891.00	250.00	75.00	35.00	
4	Martin Luther King Park	1625 McCullough Dr.	17.911	112,355.00	530.00	220.00	15.00	
4	Mary Todd Park	525 Rogers Rd.	13.376	87,588.00	400.00	75.00	40.00	
4	Oakwood Park	1050 Briarwood Dr.	6.482	22,611.00	195.00	60.00	-	
<b>Totals</b>					<b>55.178</b>	<b>1,650.00</b>	<b>525.00</b>	<b>135.00</b>
					<b>Total all 3 columns</b>			
						<b>2,310.00</b>		

Mowing Dist	Park Name	Location	Movable Acres	Sq ft for spraying Hardscapes	Mowing cost / park	Trimming: String & Spraying cost / park	Edging cost / park	
5	Bell House	545 Sayer Ave	3.301	19,673.00	99.00	35.00	60.00	
5	Brucetown Park	770 Florida St.	0.302	4,220.00	35.00	10.00	5.00	
5	Castlewood Park	201 Castlewood Dr.	24.837	136,942.00	730.00	145.00	95.00	
5	Charles Young Park	215 Midland Ave.	2.909	36,277.00	90.00	15.00	15.00	
5	Dunbar Center	545 N. Upper St.	0.284	43,317.00	35.00	15.00	15.00	
5	Duncan Park	530 N. Limestone	3.717	48,762.00	115.00	35.00	40.00	
5	Issac Murphy Memorial	577 E. Third St.	0.385	0.00	35.00	10.00	-	
5	Northeastern Park	140 Northeastern Ave.	0.642	3,085.00	35.00	10.00	10.00	
5	Thoroughbred Park	121 Midland Ave.	2.229	44,929.00	85.00	65.00	45.00	
5	Woodland Park	601 E. High St.	14.433	121,207.00	440.00	125.00	90.00	
<b>Totals</b>					<b>53.039</b>	<b>1,679.00</b>	<b>465.00</b>	<b>375.00</b>
					<b>Total all 3 columns</b>			
						<b>2,519.00</b>		

Mowing Dist	Park Name	Location	Movable Acres	Sq ft for spraying Hardscapes	Mowing cost / park	Trimming: String & Spraying cost / park	Edging cost / park	
6	Clinton Road Park	200 Clinton Rd.	1.077	1,178.00	35.00	10.00	10.00	
6	Johnson Heights Park	848 Johnsdale Dr.	9.345	14,050.00	280.00	55.00	10.00	
6	Kenwick Park & Com.	312 Owsley Ave	0.182	9,939.00	35.00	5.00	5.00	
6	Lakeview Park	350 Lakeshore Dr.	4.663	19,074.00	140.00	40.00	30.00	
6	Dixie Park	1850 Eastland Pkwy.	7.437	16,838.00	225.00	90.00	45.00	
6	Ecton Park	956 Turkey Foot Rd.	7.614	70,613.00	230.00	90.00	45.00	
6	Kenawood Park	612 Bryanwood Pkwy.	8.811	47,309.00	265.00	90.00	45.00	
<b>Totals</b>					<b>39.129</b>	<b>1,210.00</b>	<b>380.00</b>	<b>190.00</b>
					<b>Total all 3 columns</b>			
						<b>1,780.00</b>		

**Mowing for Parks and Recreation  
Bid #40-2016  
Price Sheet for Parks**

*M. G. G. Parks*

Mowing Dist	Park Name	Location	Mowable Acres	Sq ft for spraying Hardscapes	Mowing cost / park	Trimming: String & Spraying cost / park	Edging cost / park	
7	Kirklevington Park	398 Redding Rd.	32.625	157,209.00	980.00	210.00	125.00	
7	Lansdowne-Merrick Park	3190 Monta Vesta Dr.	21.515	100,941.00	645.00	90.00	45.00	
7	Wildwood Park	3434 Greenlawn Dr.	3.890	7,850.00	120.00	30.00	5.00	
7	Zandale Park	750 Zandale Dr.	1.037	251.00	130.00	15.00	10.00	
Totals					59.067	266,251.00	1,875.00	345.00
Totals					59.067	266,251.00	1,875.00	345.00
Total all 3 columns						2,405.00		185.00

Mowing Dist	Park Name	Location	Mowable Acres	Sq ft for spraying Hardscapes	Mowing cost / park	Trimming: String & Spraying cost / park	Edging cost / park	
8	Liberty Park	2515 Liberty Rd.	8.981	77,635.00	270.00	80.00	10.00	
8	Mapleleaf Forest Park	3161 Mapleleaf Dr.	2.855	4,290.00	85.00	45.00	55.00	
8	Mt. Tabor Park	550 Elk Lake Dr.	11.641	66,025.00	350.00	125.00	-	
8	Pleasant Ridge Park	1350 Pleasant Ridge Dr.	10.708	27,116.00	325.00	110.00	75.00	
8	Woodhill Park	457 Larkwood Dr.	8.213	19,755.00	250.00	95.00	35.00	
Totals					42.398	194,821.00	1,280.00	455.00
Totals					42.398	194,821.00	1,280.00	455.00
Total all 3 columns						1,910.00		175.00

Mowing Dist	Park Name	Location	Mowable Acres	Sq ft for spraying Hardscapes	Mowing cost / park	Trimming: String & Spraying cost / park	Edging cost / park	
9	Addison Park	1150 Garrison Ave.	7.255	57,088.00	220.00	75.00	-	
9	Beaumont Park	2034 Williamsburg Rd.	5.018	811.00	150.00	60.00	-	
9	Burley Park	301 Burley Ave.	0.121	6,153.00	35.00	5.00	-	
9	Cross Keys Park	1240 Cross Keys Rd.	6.571	6,638.00	230.00	135.00	-	
9	Elizabeth St. Park	1420 Elizabeth St.	2.510	12,601.00	70.00	35.00	10.00	
9	Garden Springs Park	2005 Dogwood Dr.	4.645	34,881.00	140.00	60.00	5.00	
9	Gardenside Park	1835 Yorktown Rd.	3.499	20,655.00	105.00	60.00	10.00	
9	Hill-N-Dale Park	2351 Maplewood Dr.	2.000	11,118.00	60.00	30.00	15.00	
9	Lou Johnson Park	190 Prall St.	1.096	15,498.00	35.00	20.00	10.00	
9	Pine Meadows Park	1831 Tazwell Dr.	2.134	12,233.00	65.00	40.00	10.00	
9	Southland Park	625 Hill-N-Dale Rd.	8.913	97,115.00	270.00	110.00	75.00	
9	Wolf Run Park	1616 Maywick View Ln.	6.716	37,977.00	200.00	65.00	-	
Totals					50.478	312,768.00	1,580.00	695.00
Totals					50.478	312,768.00	1,580.00	695.00
Total all 3 columns						2,410.00		135.00

Mowing Dist	Park Name	Location	Mowable Acres	Sq ft for spraying Hardscapes	Mowing cost / park	Trimming: String & Spraying cost / park	Edging cost / park	
10	Beaumont Preserve	2020 Allengheny Way	5.018	40,364.00	150	95	0	
10	Cardinal Run South	2000 Parkers Mill Rd.	27.204	283,968.00	820	275	45	
10	Dogwood Trace Park	2393 Dogwood Trace	8.663	34,290.00	260	75	35	
10	Harrods Hill Park	3308 Ridge Cane Rd.	11.205	43,469.00	340	110	50	
Totals					52.090	402,091.00	1,570.00	130.00



**Mowing for Parks and Recreation**

**Bid #40-2016**

**Price Sheet for Parks**

Total all 3 columns

2,255.00

*4,632  
4 parks*

**Mowing for Parks and Recreation  
Bid #40-2016  
Price Sheet for Parks**

*McGregg  
4 parks*

Mowing Dist	Park Name	Location	Mowable Acres	Sq ft for spraying Hardscapes	Mowing cost / park	Trimming: String &		
						Spraying cost / park	Edging cost / park	
11	Higbee Mill Park	1421 Higbee Mill Rd.	7.764	33,640.00	235.00	95.00	10.00	
11	Meadowbrook Park	372 Harvard Ln.	4.072	53,061.00	125.00	55.00	45.00	
11	Stonewall Park	3205 Cornwall Dr	1.374	9,863.00	45.00	20.00	20.00	
11	Waverly Park	4244 Southmoor Park	9.413	61,830.00	285.00	95.00	10.00	
11	Wellington Park	565 Wellington Way	24.625	112,699.00	740.00	215.00	135.00	
Totals					47,248	271,093.00	1,430.00	220.00
					Total all 3 columns			
						2,130.00		

Mowing Dist	Greenway Trails	Location	Mowable Acres	Sq ft for spraying Hardscapes	Mowing cost / Trails	Trimming:		Edging cost / Trails
						String / park		
12	Boston Rd Trail	3881 Dylan Pl	0.680	na	35.00	50.00	na	
12	Brighton East Trail	See maps	4.210	na	210.00	50.00	na	
12	Glen Lochdale Trail	3591 Lochdale Terr	5.968	na	295.00	20.00	na	
12	Leasway Trail	177 Robinson Way	0.940	na	50.00	50.00	na	
12	Legacy Trail	See maps	2.010	na	280.00	35.00	na	
12	Legacy Trail Ext	525 W. Sixth Street	1.440	na	95.00	125.00	na	
12	Town Branch Trail	123 Long Branch Ln	13.965	na	700.00	50.00	na	
12	Squires Rd Trail	Next Berry Hill Park	3.130	na	150.00		na	
Totals					32.343	1,815.00	380.00	
					Total all 3 columns			
						2,195.00		

Bush Hog Mowing Dist	Park Name	Location	Mowable Acres	Sq ft for spraying Hardscapes	Mowing cost / park
A	Liberty Park	2515 & 2789 Liberty Rd.	21.964	na	
A	Meadowbrook Park Ext.	341 East Tiverton Way	2.827	na	
Totals			34.930	Total cost	-

Rough Mowing as per Section 3017 of specifications

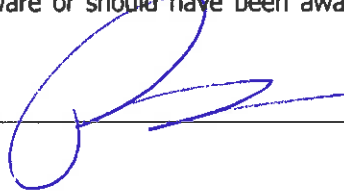
Unit cost / 1000 sq ft	3.00
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The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

**AFFIDAVIT**

Comes the Affiant, MATTHEW HUGHES, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is MATTHEW HUGHES and he/she is the individual submitting the bid or is the authorized representative of MELBEE SPRINGS 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. MATTHEW HUGHES 

STATE OF KENTUCKY

COUNTY OF JESSAMINE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Matthew Hughes on this the 21 day of March, 2016.

My Commission expires: 11/15/16



Sammy Renauld Davis  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### **Key Benefits**

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes  No

## II. Bid Conditions

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

**"Bid on #40-2016 Mowing for Parks and Recreation"**

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional ~~(3)~~1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
  - 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



**EQUAL OPPORTUNITY AGREEMENT**

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The Law

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

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

 3/28/16  
Signature

McBee Springs Inc  
Name of Business


## **GENERAL PROVISIONS OF BID CONTRACT**

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the

LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

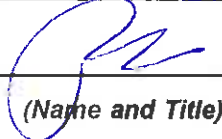
  
\_\_\_\_\_  
Signature

3/21/16  
\_\_\_\_\_  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: McGee Springs Inc

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		2															
Professionals																	
Superintendents																	
Supervisors																	
Foremen		4															
Technicians		6				2											
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>		12				2											

Prepared by:  Matthew Pres Date: 3 / 28 / 16  
 (Name and Title)

Revised 2015-Dec-15

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

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

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

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

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

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**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 and Veteran-Owned Businesses 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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 and Veteran-Owned 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) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) 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

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@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	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@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>	859-257-7668
	Shirie Hawkins	<a href="mailto:smack3@email.ukv.edu">smack3@email.ukv.edu</a>	859-257-7666
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
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Jange	<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:lavozecky@yahoo.com">lavozecky@yahoo.com</a>	859-621-2106
The Key News Journal	Patrice Muhamma	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

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	MBE WBE or DBE	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.

\_\_\_\_\_  
**Company**

N/A  
 \_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**  
 Bid/RFP/Quote Reference # \_\_\_\_\_

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.

\_\_\_\_\_  
 Company

N/A  
 \_\_\_\_\_  
 Company Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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	Veteran

(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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with 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**

N/A

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

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.

McGee Springs  
Company

Matt Hubles  
Company Representative

3/20/16  
Date

[Signature]  
Title

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

## Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

## Deductibles and Self-Insured Programs

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

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

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

00462525

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF PARKS AND RECREATION  
SPECIFICATIONS FOR 2016 MOWING CONTRACT  
FOR PARKS AND GREENWAYS**

**1.0 ADMINISTRATIVE**

- 1.1 This 2016 mowing proposal is based on mowable acres per park.
- 1.2 The mowing season is expected to begin in April and continue through the month of October. However, these dates may be altered at the discretion of the Division of Parks and Recreation.
- 1.3 This agreement shall be for a period of one year with an option to renew for three one year renewals if mutually agreed upon by both parties.
- 1.4 Bidder shall include with his/her proposal a complete description of services provided by his/her firm and a listing of customers currently served by the bidder. See contractor selection process criteria for details of the required material.
- 1.5 This contract may not be sub-contracted in whole or in part without approval of the Lexington-Fayette Urban County Government. The Contractor shall remain responsible for the performance of the contract and the contractor shall be liable for compliance by any sub-contractor with the terms of this contract. A copy of any sub-contract shall be submitted, prior to its execution, to the Lexington-Fayette Urban County Government for approval.
- 1.6 The Contractor hereby agrees to indemnify and hold harmless the Lexington-Fayette Urban County Government, its employees and agents from any claims or demands whatsoever arising from the contractor's performance under this contract.
- 1.7 The Contractor hereby acknowledges responsibility for any loss or damage to property owned by the LFUCG or private property caused by the contractor's employees or agents. The Contractor shall keep in force at all times liability insurance in amounts specified herein. Contractor shall replace or repair property at his own cost and expense in like kind and condition at the direction of the Division of Parks and Recreation. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the Lexington-Fayette Urban County Government the cost of such work shall be deducted from the Contractor's payment. Failure to maintain such insurance shall be cause for cancellation of this contract without notice.
- 1.8 In the event trees or shrubs are hit or damaged by mowing operations, an arborist from LFUCG will determine the health of the tree or shrub. Should the arborist determine the tree or shrub is damaged beyond repair the Contractor shall be charged for the replacement value; labor cost for removal and installation; and cost of the trees or shrubs. If the mowing contractor selects a second party such as a nursery to do the complete replacement of the damage tree or shrub they must be approved by the Division of Parks and Recreation.

- 1.17 LFUCG may request additional cuttings due to special events or other unforeseen circumstances. Contractor is to respond to additional cutting requests as soon as possible but no longer than 48 hours. Verified weather conditions at mowing location may extend contractor response time.

## 2.0 TYPES OF MOWING & DEFINITIONS

- 2.1 Turf Mowing will consist of using a zero turn mower or similar rotary cut mower including a triplex mower with turf tires and a push mower to cut grass from 3 inch minimum height to a maximum height of 4 inches as specified by LFUCG.
- 2.2 Bush hog mowing will consist of using a bush hog mower with a tractor maintaining grass to a minimum height of 4 inches or height specified by Parks and Recreation.
- 2.3 Trimming / weedeating will consist of using a string trimmer to maintain areas that a mower cannot maintain.

2.4 Terms:

**Obstacles** - any objects that stand in the way or holds up the mowing process in our Parks, Right of Ways or Greenways. This may include but not limited to the following: trees, sign posts, light posts, fences, guard rails, headwalls, utility boxes, bridge end abutments and landscape plantings.

**No mow zones** - are designated areas along creeks and drainage areas that will not be mowed to help reduce soil erosion. Once established these area are not to be mowed unless with prior verbal and or written authorization from Parks and Recreations.

**Litter / Debris** – are any items that have been discarded as refuse onto parks, right of ways or greenways.

**Hardscapes** – any asphalt, brick, pavers and / or concrete surface including but not limited to sidewalks, curbs, gutters, parking lots, roads, tennis courts, basketball courts, trails or any surfaces around buildings.

**Clumping of Grass** – a grouping or cluster of grass clippings that are not evenly distributed by the mowing process and could cause turf damage, interfere with park activities or present a poor aesthetic appearance.

**Mowing Cost / Park** – is the unit cost for performing a mowing service in one of our parks in a mowing district.

**String Trimming Cost / Park** – is the unit cost for performing a trimming service in one of our parks in a mowing district.

**Edging Cost / Park** – is the unit cost for performing an edging service in one of our parks in a mowing district.

**Rough mowing unit cost / 1000 Sq. Ft** – is the unit cost for performing a mowing service in one of our parks in a mowing district. This mowing will consist of areas that are not mowed on a regular basis.

### 3.0 SPECIFICATIONS FOR MOWING

- 3.1 Practice safety first; all safety measures, equipment, guards, and chutes are to be in place while mowing parks, right of ways and greenways. Always mow with the safety of others, vehicles and properties in mind. Contractors are required to follow OSHA and DOT regulations regarding employee safety.
- 3.2 The contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity while carrying out work under this contract. Working without a shirt is not permitted.
- 3.3 The contractor shall not park vehicles, trailers, or heavy equipment on turf areas or sidewalks without prior authorization from Parks and Recreations. Do not block walks, drives or parking areas during maintenance operations.
- 3.4 To minimize the projections of grass onto parking lots, streets, sidewalks, trails and other hardscapes. Mowing with guards and chutes shall be in place to project grass away from roadways and hardscapes.
- 3.5 All grass clipping shall be removed from all hardscapes prior to leaving the work site using a blower.
- 3.6 All parks will be turf mowed to a height of no more than 4 inches high and no less than 3 inches high. Contractors will be notified of ball fields mowing heights prior to the start of mowing season.
- 3.7 **Eliminating clumps of grass.** Clumping of grass may occur while mowing. You will be required to re-mow all clumps the same day before you leave the park. If you leave the park and are called back to remedy the problem you may have to mow the entire park to leave an even appearance of the park. Grass height must remain similar in height to keep a smooth looking appearance in grass height. Blades on all rotary mowers shall be maintained in proper operation condition (not dull or bent) and shall be kept sharpened at all times. To remove clumps of grass you can re-mow or utilize a blower to spread the clippings evenly in the affected area.
- 3.8 **Mowing Cost / Park** – is the unit cost for performing a mowing service in one of our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will utilize the **Mowing Cost / Park** when the mowing contractor does not complete the entire mowing portion of the mowing service. Parks and Recreation will document the area missed and notify the contractor that Parks and Recreation will not pay for services not rendered.

- 3.9 String trimming / weedeating removing all vegetation around all obstacles including trees, planting beds, delineator posts, culverts, headwalls, sign posts and guardrails shall be done with every cut. The height of all string trimming shall be performed at the same height as the mowing height. No scalping of turf shall be done while trimming using a string trimmer. ***Note: no string trimming of trees on Greenways***
- 3.10 String trimming around trees shall consist of the following procedure. Please ensure employees have proper training before trimming around trees. We recommend these steps to reduce damage to our trees. Reduce speed of string trimmer to idle or just above idle speed. Start from outside and work inside to the base of the tree. Keep trimmer at a proper angle for an even cut then as you approach the base of the tree tilt trimmer so the string will hit the turf within a couple of inches of the base thus slowing the string trimmer down to prevent damage to the tree. Do not rush while trimming around trees. ***Also note: no string trimming of trees on Greenways***
- 3.11 String trimming fence lines is required to be done with every mowing cycle. Trimming will consist of removing all vegetation growing at the base of the fence as well as all herbaceous vegetation growing through the fence. ***Note: All fence lines are to be included in the bid. There will be fence lines that have vegetation growing through the fence and Parks and Recreation will notify contractor after removal. After the initial removal of the vegetation the contractor will add this additional trimming to their mowing routine.***
- 3.11a Fence line trimming for Greenway Trails will vary from trail to trail. Please see Section 8.0 “Additional Park and Trail information” for detail information on Greenway trails.
- 3.12 String trimming Asphalt trails is required to be done with every mowing cycle. Trimming will consist of removing all vegetation growing on the asphalt along the edge of the asphalt trail as well as all vegetation growing in cracks. Spraying vegetation killer (Round up) will be necessary if the string trimming operation is breaking down the asphalt. **Spraying vegetation killer is for Parks only not to be used on trails.**
- 3.13 **String Trimming Cost / Park** – is the unit cost for performing a trimming service in our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will implement the String Trimming Cost / Park when the mowing contractor does not complete the string trimming portion of the mowing service. Parks and Recreation will document the area missed and notify the contractor that Parks and Recreation will not pay for services not rendered.
- 3.14 **Using herbicide - (Roundup)** or approved equal for grass and weeds in hardscapes cracks will be our primary method to manage the removal of vegetation from our hardscapes. Parks and Receptions will require all mowing contactors to use an herbicide to remove grass and weeds from cracks in all hardscapes. After treated vegetation is dead the contractor is required to string trim all dead material from



the hardscapes sprayed and remove / blow from hardscapes. By using an herbicide we will be removing the root systems that continue to grow throughout the mowing season causing problems with the base material. Using herbicide elsewhere requires authorization from Parks & Recreation. Contractor is to follow all rules and regulations pertaining to the use of herbicides on public property. . A spraying log recording the usage of herbicide must be kept and submitted to Parks and Recreation monthly. The log is to include product applied, location, application rate, and date of application. ***Note: The cost of spraying herbicide in the management of vegetation free hardscapes shall be included the contractor's price for trimming hardscapes.***

- 3.15 **Required to do edging of all concrete hardscapes** with a steel blade edger with every cut.
- 3.16 **Edging Cost / Park** – is the unit cost for performing a trimming service in one of our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will implement the **Edging Cost / Park** when the mowing contractor does not complete the edging portion of the mowing service. Parks and Recreation will document the area missed and will notify the contractor that Parks and Recreation will not pay for services not rendered.
- 3.17 **Rough mowing unit cost / 1000 Sq. Ft** – is the unit cost for performing a mowing service in one of our parks in a mowing district. This mowing will consist of areas that are not mowed on a regular basis. This service will affect no mow zones that need mowing one or two times a year.
- 3.18 Mowing will begin in April. There will be a probation period of three mowing cycles for contractors to get to know how each park will mow and be familiar with all the mowing operations of each park in the district awarded to the contractor. After the probation period the contractor will be required to meet all the specification in the 2016 mowing contract. If certain mowing operations are not completed each mowing cycle Parks and Recreation will not pay for services not rendered by using the unit price listed on the 2016 bid pricing sheet. Ref 5.2

#### **4.0 LITTER AND DEBRIS REMOVAL**

- 4.1 This operation shall be the removal of **ALL** litter and/or debris from all designated mowing areas including landscaped areas, hardscapes, curbs and gutters prior to mowing.
- 4.2 The mowing contractor shall be required to pick up all litter that has been shredded by a mower. If shredded debris is left on site and an employee for Parks and Recreation picks up the shredded debris we will deduct \$25.00 per hour. This will be the labor cost per hour for removing debris. Anytime less than one (1) hour will be \$25.00 and will be deducted from the cost of mowing the park. See specification five to review invoice deduction information.

- 4.3 Contractor shall be responsible for removal and disposal of limbs smaller than three inches in diameter. Contact Parks and Recreation to remove limbs of three inches in diameter or larger.

## 5.0 INSPECTION & INVOICING

- 5.1 Inspection of mowing is critical before an invoice can be paid. The contractor shall be required to contact the designated Parks employee by email before 9:00 am the day after the park is mowed. This communication will be by email. Failure to contact the designated Parks employee shall result in non-payment and may lead to discontinuation of the mowing contract. The contractor will be given a check list which will be filled out prior to leaving the park after mowing is complete. A copy of the check list will be given to Parks and Recreation at the end of each week.
- 5.2 Inspection of work site shall be completed by a Parks and Recreations employee before invoices will be approved for processing. It is the responsibility of the contractor to complete all mowing operations with each mowing cycle performed. Parks and Recreation will not pay for incomplete work. Parks and Recreation will notify contractor with documentation of incomplete work and we will apply the unit cost per mowing operation according to bid price sheet the contractor filled out in the 2016 mowing bid package. There will be a probation period of three weeks at the beginning of the mowing season to become familiar with the parks under contract. After the three mowing cycles Parks and Recreation will require quality work. Failure to meet these requirements will result in cancelation of the contract.
- 5.3 Parks and Recreation will utilize the **Mowing Cost / Park, String Trimming Cost / Park and Edging Cost / Park** when the mowing contractor does not complete the entire mowing portion of the mowing contract. Parks and Recreation will document the area missed and notify the contractor that Parks and Recreation will not pay for services not rendered.
- 5.4 Invoices must list each location serviced, date serviced and reference purchase order number. Other data required as required by LFUCG Accounting will be given to the selected contractor.
- 5.5 The preferred way to receive invoices is by email otherwise the invoice may be mailed to the following address.

LFUCG DIVISION OF PARKS AND RECREATION  
1793 LIBERTY ROAD  
LEXINGTON, KY 40505

Email address will be provided at time of contract approval.

- 5.6 Payment Terms are Net 30

## 6.0 INSURANCE- SEE ATTACHED RISK MANAGEMENT PROVISIONS

6.1 Contractor will be required to submit a certificate of insurance coverage as required by the Risk Management provisions.

6.2 Submission Requirements:

The Contractor shall furnish before the contract is awarded a Certificate of Insurance. **Contractor shall also be required to submit updated insurance certificates quarterly to Kevin Kewin, Division of Parks & Recreation for compliance purposes.**

Certificates of insurance shall be delivered to the Division of Central Purchasing. Valid Certificates of Insurance shall be maintained by the Contractor throughout the term of this Contract and any renewal thereof. Original copies of the insurance policy, with all endorsements, shall be provided upon request. Failure to comply with this Section shall constitute an event of default under this contract.

7.0 **Selection of Contractor**

The selection of a mowing contractor in this 2016 mowing proposal shall be based on four criteria. Each criteria will be worth a specified number of points that total 100 points. The contractor with the highest point total will be selected as the contractor for that specific mowing district. There are twelve turf mowing districts – 11 park districts and 1 greenway trail district. The maximum quantity of districts allotted to one contractor will be three turf mowing districts. Bush hog mowing is not considered a turf mowing district.

There are two sets of criteria requirements for two separate sets of park districts.

**Cost Criteria for Districts 2 & 5:**

1. Cost of services	40 points
2. References and past work experience with LFUCG	30 points
3. Qualifications and staffing	20 points
4. Equipment	<u>10 points</u>
Total	100 points

**Cost Criteria for all other Districts:**

1. Cost of services	75 points
2. References and past work experience with LFUCG	10 points
3. Qualifications and staffing	10 points
4. Equipment	<u>5 points</u>
Total	100 points

7.1 Cost of Services (*Required with bid submittal*)  
Price of requested services per the requirements of this proposal.

- 7.2 References and past work experience with LFUCG (*Required with bid submittal*)  
The bidding contractor will provide ten references from past and present customer contracts. They will provide the customer / contact name, phone number, years of service with their customers. LFUCG will be one of the references if company provided similar services for any LFUCG division.

Work experience with LFUCG the bidding contractor will provide the name of the division, contact name, phone number, date and years of service working with LFUCG.

- 7.3 Qualification and staffing (*Required with bid submittal*)  
All key staff members shall submit a resume detailing their years of experience in the landscape/turf industry. Include any college degrees in turf management, horticulture or related field. Include the average number of seasonal/part-time employees that your company hires on an annual basis or advise if *not applicable*.

- 7.4 Equipment (*Required with bid submittal*)  
Identify all equipment that will be used to perform mowing operation. Provide the manufacture's make and model for each mower, include the unit acres per hour capability. Provide the number of string trimmers, including make and model

#### 8.0 Additional Park and Greenway Trail Information:

Greenway Trails consist of one turf mowing district and string trimming around tree will be done only on the written request by the Division of Parks and Recreation. String trimming of fence lines vary so, the list below will define which greenway trails will have string trimming on fence lines.

- Boston Rd Trail requires fence line string trimming
- Brighton East Trail requires fence line string trimming
- Glen Lochdale Trail no string trimming
- Leesway Trail requires fence line trimming
- Legacy Trail no string trimming
- Legacy Trail Ext. at 6<sup>th</sup> street to Bellaire Ave requires string trimming
- Squires Rd Trail requires fence line string trimming
- Town Branch Trail requires fence line string trimming

#### **Douglas Park (addition):**

- New entrance lot has been added to the mowing of Douglas Park. This is located near the back ball field at 524 Rain Garden Way. 0.1644 acres. See map.

#### **BEAUMONT PRESERVE PARK:**

- Turf mowing will consist of the following areas: Reference map Beaumont Preserve.
  1. Turf mow ten (10) feet on each side of the trail.
  2. On the south & west side mowing from the trail to residential property lines will be turf mowed.
  3. Turf mow and string trim along the fence line between the park and Cardinal Run Trail.

4. Turf mow along Allegheny Way will begin at the Street and continue to the back side of the berm.
5. Turf mow a path perpendicular from Allegheny Way over the berm to the asphalt trail.
6. String trim around every tree located next to the trail, the bush hogged area on the berm and along the fence line next to the Cardinal Run Trail.

#### LIBERTY PARK:

- Turf mowing will consist of the following areas: Reference 2 maps Liberty Park North and South.
  1. Turf mow along Flying Ebony from the creek line to the roadway Ten (10) feet on each side of the trail.
  2. Turf mow ten (10) feet on each side of the trail.
  3. Turf mow each of the four (4) corners of the Star Shoot bridge.
  4. Turf mow twenty (20) feet along Star Shoot across from the school between Red leaf Dr to Liberty Rd.
  5. Turf mowing fifteen (15) feet along Red Leaf to 2737 Red Leaf Dr.
  6. Be aware of the No mow zone near the newly planted trees.
  7. String trim around all small bridges.

#### CARDINAL RUN:

- Turf mowing will include of the following areas:
  1. Turf mowing and string trimming on both sides of the farm fence along the asphalt trail on the West side of the park.
  2. The baseball league will mow the ball fields.
  3. String trim the ball field fence lines on the park side only.

#### GRATZ PARK:

- Brick sidewalks are fragile and string trimming is not allowed so spaying of grass in cracks with herbicide is recommended.

#### LANSDOWNE – MERRICK PARK:

- Turf mowing will include the following areas: Reference 2 maps (Parks District 7- Lansdowne (North & South).
- North Side next to 3057 and 3082 Montavesta Rd.
  1. Mow and string trim around guard rails.
  2. Leave a 3 to 5 ft. No Mow Zone area next to the creek.
- South Side between 3222 Montavesta Rd and creek line.
  1. Turf mow (10) feet from edge of side walk. The rest of the area will be a No Mow Zone area.

#### ELKHORN PARK:

- Turf mowing will include the following areas: Reference map (Parks District 4- Elkhorn ROW).
  1. Turf mow & string trim along Can Run Rd.

#### DISTRICT ONE PARKS:

- **Keep all Grass and debris out of fountains in our downtown parks.**

#### BASE BALL FIELDS:

- Listed below are parks where the league will mow. All other fields the contractor will mow.
  1. Cardinal Run Park
  2. Constitution Park (league will mow 2 fields. New softball field will be contracted to mow). Please include new field in your bid.
  3. Ecton Park (Big field only)
  4. Kenawood Park

Other notes:

- **Do not** use mowers to open and close gates or for moving bleachers. Contractors will be responsible to any damage done to gates.
- In many parks are groupings of trees that are growing to close together that a mower will not fit in between so string trimming will be necessary.