



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 8, 2018

INVITATION TO BID #160-2018 Road, Land, and Stream Cleanup

Bid Opening Date: November 21, 2018 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **11/21/2018**. 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, handling and associated fees to the point of delivery located at: Various Locations, Lexington, KY

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

Submitted by: Wright's Home Improvement and Mowing, LLC
Firm Name
523 Breckenridge Street
Address
Lexington, KY 40508
City, State & Zip

Bid must be signed: Toya J. Wright - Office Mgr.
(original signature) **Signature of Authorized Company Representative – Title**

Toya J. Wright
Representative's Name (Typed or printed)
859-533-2156 859-254-8566
Area Code - Phone – Extension *Fax #*
toya.wright@twc.com
E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Toya J. Wright, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught.

Toya J. Wright

STATE OF

Kentucky

COUNTY OF

Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Toya J Wright on this the 16 day of November, 2018

My Commission expires: 6-22-22

Kara Jensen 603539

NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X 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 #160-2018 Road, Land, and Stream Cleanup"

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 2 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 (2)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)**
- (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 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 year. 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. See bid specifications.
- 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

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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.

Joya F. Wright
Signature

Wright's Home Improvement and Mowing, LLC
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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. 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

November 14, 2018
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Wright's Home Improvement and Mowing, LLC

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																	
Professionals																	
Superintendents																	
Supervisors						1											1
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical								2									2
Skilled Craft																	
Service/Maintenanc		1		1		5											7
Total:																	8 2

Prepared by: Toya J. Wright - Office Mgr.
(Name and Title)

Date: 11 / 14 / 2018

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, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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
smiller@lexingtonky.gov

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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled 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 and Veteran-Owned 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 or delay in contract award.**

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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses 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 and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran 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 and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



LEXINGTON

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
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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttvra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 160-2018 Road, Land and Stream Cleanups

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

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.		N/A		
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.

Wright's Home Improvement and Mowing, LLC
Company

November 14, 2018
Date

Jay F. Wright
Company Representative

Office Manager
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 160-2018 Road, Land and Stream Cleanups

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

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.	N/A			
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.

Wright's Home Improvement and Mowing, LLC
Company

Jay J. Wright
Company Representative

November 14, 2018
Date

Office Manager
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 160-2018 Road, Land and Stream Cleanups

The substituted MWDBE and/or veteran 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. **Failure to submit this form may cause rejection of the bid.**

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.	N/A				
3.	N/A				
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.

Wright's Home Improvement and Mowing, LLC
Company

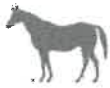
November 14, 2018

Date

Joseph F. Wright
Company Representative

Office Manager

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 160-2018 Road, Land and Stream Cleanups

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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
N/A								

(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.

Wright's Home Improvement and Mowing, LLC

Company

November 14, 2018

Date

Wayne J. Wright
Company Representative

Office Manager

Title



LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 # 160-2018 Road, Land and Stream Cleanups

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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
		N/A					

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.

Wright's Home Improvement and Mowing, LLC

Company

Debra J. Wright

Company Representative

November 14, 2018

Date

Office Manager

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 160-2018 Road, Land and Stream Cleanups

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 and Veteran-Owned 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 and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Contra Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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.

Wright's Home Improvement and Mowing, LLC

Company

Jay F. Wright

Company Representative

November 14, 2018

Date

Office Manager

Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; 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, CONTRACTOR 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. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR 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

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. 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 (DOI). 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. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. 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.
- e. 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 BIDDER/CONTRACTOR'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 BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
REQUEST FOR BID
#160-2018 Road, Land, and Stream Cleanups**

The purpose of this bid is to establish a price contract for cleanup services related to litter, debris, and vegetation on roadways, on properties, and in streams and other water features for the Division of Environmental Services, Lexington-Fayette Urban County Government (LFUCG). LFUCG reserves the right to award a contract to multiple, qualified bidders.

1.0 SCOPE OF WORK

1.1 Work includes, but is not limited to, providing all labor, consumable materials (and other materials, as required), tools, equipment, and services required to perform various types of cleanup services for LFUCG.

1.2 Road, land, and stream cleanups shall include, but not be limited to:

- Heavy equipment operation
- Bat-wing mowing
- Bush hog mowing
- Brush cut and turf/finish mowing
- Hedge-trimming and string-trimming
- Nuisance vegetation cutbacks/removal
- Stream blockage/woody debris/fallen tree removal
- Incidental leaning/standing dead tree removal
- Litter and debris pickups
- Concrete median weed/debris removal
- Sidewalk snow removal
- Emergency storm response cleanups
- General repairs

2.0 REQUIREMENTS

2.1 Contractor must provide a letter with bid, certifying at least one (1) year of experience in similar cleanup work and providing two references for similar work in the last year with contact information.

2.2 Contractor must provide a list of all company owned vehicles and equipment, and ensure access to all equipment necessary to complete items for which a bid is provided. LFUCG inspection prior to contract execution is required.

2.3 Contractor must provide proof of insurance as required herein.

2.4 Contractor must provide list of current employees expected to work on this contract, including credentials as requested.

3.0 CONTRACT TERMS

- 3.1 This agreement shall be for a period of two (2) years with an option to renew for two (2) one (1) year renewals if mutually agreed upon by both parties.
- 3.2 The LFUCG may cancel this contract without notice if the Contractor fails to perform the services herein. In the event of such cancellation, the LFUCG may make arrangements as it deems necessary to secure the services specified.
- 3.3 This contract may be canceled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed date of termination. Written notice to the LFUCG should be sent to the Division of Central Purchasing.
- 3.4 Failure to begin a project on time, maintain the project schedule, meet project specifications or quality, permit requirements, or come to an agreement on price or specification changes, during the course of any individual project may result in removal of a contractor from (a) the project, (b) opportunities to quote on future jobs of similar scope, and/or (c) the contract.
- 3.5 The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.
- 3.6 The Contractor hereby agrees to indemnify and hold harmless the LFUCG, its employees and agents, from any claims or demands whatsoever arising from the contractor's performance under this contract. The operation, in its entirety, shall be the sole responsibility of the Contractor.
- 3.7 The Contractor hereby accepts responsibility for any loss or damage to property (including landscaping), whether publicly or privately owned, caused by the Contractor's employees or agents. Contractor shall replace or repair same at his own cost and expense in like kind and at the direction of LFUCG. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the LFUCG, the cost of such work shall be deducted from the Contractor's payment.
- 3.8 This contract may not be sub-contracted in whole or in part without approval of the Lexington-Fayette Urban County Government (LFUCG). 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 LFUCG's Divisions of Purchasing and Environmental Services for approval.
- 3.9 If a contracted firm has a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must

immediately communicate the change in qualifications to LFUCG in writing.

- 3.10 The Contractor shall keep in force at all times liability insurance in amounts specified herein. Failure to maintain adequate insurance shall be cause for cancellation of the contract without notice.
- 3.11 The Contractor shall maintain adequate equipment to complete work. Failure to ensure adequate equipment for the work requirements may result in cancellation of the contract.

4.0 WORK ORDER REQUESTS AND RESPONSES

- 4.1 Services under this contract shall be procured via work order requests based upon contractor availability, expertise, and cost, following all LFUCG procurement rules.
- 4.2 Work order requests from LFUCG shall include description of location and work to be performed, required completion date, and detailed specifications in addition to those included herein.
- 4.3 Upon request, contractors on this contract will be given an opportunity to provide written estimates for various work orders. Estimates are to be lump sum, and include labor, materials, and rental fees, at the pricing specified in the bid. Responses should include list of any proposed sub-contractors.
- 4.4 Contracted firms are free, without penalty, to accept or decline work, and provide estimates for some projects and not others depending upon their areas of expertise and availability. Contractors shall provide, in writing to LFUCG, a NO BID response when requested.
- 4.5 All cost estimates prepared by the Contractor shall be at no cost to the LFUCG. The Contractor agrees that these estimated costs will be the maximum project cost if accepted by the LFUCG. The Contractor agrees that the LFUCG shall bear no liability or responsibility to the Contractor for the payment of any costs or charges in excess of the amount identified in the written cost estimates.
- 4.6 If an unknown site condition is encountered during the course of a project, resulting in increase or decrease of project scope, the Contractor and LFUCG shall negotiate a change in price terms prior to work proceeding. Failure to reach agreement in writing on a new project cost estimate shall result in the work being given to another contractor.
- 4.7 LFUCG reserves the right to obtain estimates for cleanup work outside of this contract when it is in the best interest of LFUCG to do so.
- 4.8 Contractors, including their sub-contractors, shall do all of the work and furnish all of the management, supervision, labor, materials, tools, equipment, excavation, and incidentals for work under this contract.

5.0 MATERIALS

- 5.1 The Contractor shall be required to furnish required supplied materials, such as deicer and pesticide, and be reimbursed by LFUCG, in accordance with Contractor's bid on materials mark-up rate.
- 5.2 Only Aquaneat (aquatic safe glyphosate), or equivalent, shall be used and application protocols must be followed. Use of any unauthorized pesticide is grounds for dismissal from this contract. Pesticide can only be applied by staff members with an active State Pesticide Applicator License.
- 5.3 Only Calcium Magnesium Acetate (CMA) deicer, safe for use on concrete pedestrian areas, shall be used for sidewalk snow removal operations, unless LFUCG provides written authorization due to lack of supply. The selected contractor shall provide LFUCG with the name of the deicer for approval prior to purchase.
- 5.4 LFUCG considers items such as work gloves, safety equipment, traffic control devices, fuel, equipment, etc. to be consumables and shall not be included as part of the cost of materials on this contract.

6.0 LABOR AND SUPERVISION

- 6.1 **State Pesticide Applicator License:** Herbicides and pesticides shall only be applied by staff members with a valid State Pesticide Applicator License.
- 6.2 The Contractor shall enforce strict discipline and good order among Contractor's employees. The Contractor shall exercise the necessary supervision and control on each job and to prevent contractor's employees from violating any rules and regulations. The Contractor shall promptly remove from a job site any employee whose work or conduct is not satisfactory to the LFUCG Project Manager.

7.0 CONTRACTOR CARE, CUSTODY AND CONTROL OF THE WORK

- 7.1 No work or mobilization shall be performed on private property prior to obtaining written consent of the property owner. LFUCG shall provide the Contractor with signed Right-of-Entry forms prior to requiring work on private property. The Contractor shall NOT enter a private property or perform work without having on site the signed Right-of-Entry from the specific property owner. If requested to leave private property by the Owner, the Contractor will comply as quickly as possible in a safe manner and contact the LFUCG Project Manager.
- 7.2 At no time shall the Contractor allow mowed clippings, litter or debris to be blown, swept, or raked into any roadways, planting beds, tree mulch rings, gutters, storm drains, yard inlets, curb inlets, drainage ways, swales, or creeks.
- 7.3 All designated 'no mow zones' shall be off limits to mowing and string trimming.

- 7.4 Minimize the driving of equipment off road where ever possible. Only vehicles with rubber tires shall be used. Wherever possible, wheelbarrows shall be used to transport debris to the ingress/egress point when on private property. Access to some sites may be limited to foot traffic only. The Contractor must be prepared for work in areas of limited access.
- 7.5 Ruts and other damage to grassed areas created during the course of work on this contract shall be graded, seeded with appropriate mixture (to be specified by LFUCG), and covered with straw, at no cost to LFUCG. Additionally, the Contractor shall seed and straw any areas of open soil that have been exposed or eroded by the work operations at no cost to LFUCG.
- 7.6 The Contractor shall enter and exit the work area at the location specified in the work order.
- 7.7 The Contractor shall ensure that no mud or dirt is tracked from the work area or enters the roadway. If it does, the Contractor shall immediately sweep or shovel up the material.
- 7.8 Use of any pesticide where such use is not explicitly stated in the work order is prohibited and grounds for dismissal from this contract.
- 7.9 The Contractor shall plan and execute loading material at or near the designated ingress/egress point so as to minimize impact to the area.
- 7.10 Fences, walls, hedges, shrubs, any and all landscaping etc. (other than that specified for removal in the task order), shall be carefully, preserved, and/or replaced if damaged by the Contractor during execution of this work.
- 7.11 The Contractor shall continuously protect his work from damage, protect all persons from injury and protect all other property from damage, inquiry, or loss arising in connection with the work regardless of who the Owner of said property might be.
- 7.12 The Contractor alone shall be responsible for the protection, safety, efficiency, and adequacy of his equipment, tools and materials.
- 8.0 SAFETY**
- 8.1 Employees shall have proper identification on their person at all times while working on an LFUCG project.
- 8.2 Equipment shall be clearly marked with the company name and well maintained to operate safely on public property with all appropriate safety measures.
- 8.3 Contractors shall ensure all staff working on this contract are fully trained in OSHA regulations and guidelines related to mobile meth labs, blood-borne

pathogens, and proper procedures when encountering discarded needles, drug paraphernalia, or blood-soaked materials.

- 8.4 All crew vehicles shall have a Sharps Disposal Container, or equivalent, for safe collection and disposal of needles, syringes, spoons or related items. When being disposed of, sharps containers shall have their top fastened securely, and wrapped by cardboard or paper and placed in the middle of a trash bag.
- 8.5 Removal of hazardous waste is not included in this scope of work. If possible hazardous waste is encountered, the Contractor shall cease work and contact the LFUCG Contract Manager immediately.
- 8.6 The Contractor is required to follow OSHA and the Department of Transportation regulations regarding employee safety. OSHA compliant Hi Visibility clothing shall be worn by all personnel when working within a road right-of-way. Industry standard personal protective equipment (PPE) such as ear, eye, foot, and hand protection, chaps, hard hats etc. shall be worn when applicable while performing work associated with this contract.
- 8.7 The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), published by the Federal Highway Administration, shall be followed for all traffic control signage, devices, flaggers, and lane closure protocols. Lane closure permits to be arranged by the Contractor by contacting the LFUCG Division of Traffic Engineering. Encroachment Permits from the State may be required and will be obtained by LFUCG on a project by project basis. All State permit requirements shall be followed. Access to all existing subdivisions and private residences shall be maintained unless otherwise directed.
- 8.8 All work shall be performed in a safe manner, following all local, state, and federal laws and project specific permit requirements, including but not limited to traffic control devices, erosion control measures, and method and location of transport and disposal of debris.
- 8.9 In areas with vehicular or pedestrian traffic, the Contractor shall provide sufficient signing, flagging and barricading to ensure adequate safety for all and be done in conformity with all applicable federal, state, and local laws, regulations and ordinances governing personnel, equipment, and work place safety.
- 8.10 Except during emergency operations, work shall occur between the hours of 7:30 a.m. and 6:00 p.m. unless approval is provided in writing by LFUCG. Work on thoroughfares is limited to the hours of 9:00 a.m. to 3:00 p.m.
- 8.11 Public walkways and sidewalks shall not be blocked to pedestrian traffic unless OSHA/MUTCD compliant signage is in place. No sidewalk or roadway shall be blocked overnight as part of this work without proper approvals from LFUCG, the State (if applicable), and abutting property owners. This requirement may be waived by LFUCG during emergency storm response operations.

- 8.12 The Contractor shall be responsible for contacting 811 and other appropriate utilities and ensuring utility locates are completed prior to commencing work that includes digging.
- 8.13 The Contractor shall not work on vegetation growing above OR within 10 ft. of any overhead power line. LFUCG shall contact utility companies to request Make Safes prior to contract work beginning.
- 8.14 Any conditions that are discovered during the job that may endanger the safety and health of trees, property, or people shall serve as just cause for all work to stop until LFUCG staff is notified.
- 8.15 If the Contractor comes across any debris that appears to be illegal in nature (i.e. weapons, drugs, etc.), leave in place and immediately contact 911 and the LFUCG Project Manager.
- 8.16 If the Contractor comes across any chemical or other illicit spill, leave in place and immediately contact the LFUCG Project Manager who will forward the request for investigation to the appropriate division.
- 8.17 Do not sweep, blow, or fling trash, weeds, grass, or debris into traffic lanes, onto passing or parked vehicles, or into storm drains.

9.0 EQUIPMENT

- 9.1 The Contractor is responsible for providing all vehicles, machinery, tools and equipment including, but not limited to wheel barrows, rakes, shovels, safety equipment, traffic control devices, and all other tools necessary to perform the work described.
- 9.2 All trucks and other equipment must be in compliance with all applicable federal, state, and local laws, rules, and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without assistance of other equipment. In addition, the material shall be secured and covered in compliance with all applicable federal, state and local laws, rules and regulations.
- 9.3 Use of articulated flail mowers is prohibited on this contract.
- 9.4 String-trimmers shall be fitted with a guard when working around trees, to avoid wrapping a string around or nicking a tree.
- 9.5 Mowers used in public right-of-way shall be fitted with chute-blockers and mulching blades as needed to prevent blowing grass into travel lanes.
- 9.6 Use of rental equipment is allowed on this contract. Only rental of specialty equipment

10.0 HAULING AND DISPOSAL

- 10.1 Contractors shall not leave debris overnight on a work site unless pre-approved by LFUCG.
- 10.2 The Contractor shall dispose of debris in a legal manner following all local, state, and federal regulations. The Contractor shall notify LFUCG staff of the proposed disposal site with the quote for each work order.
- 10.3 Truck beds and dump trailers used to haul debris for this contract **shall be covered** by a tarp or other method to prevent loss of material during transport. Failure to safely secure and prevent material from flying out of a truck during transport may be grounds for termination of the contract. All trash bags shall be securely fastened at the top. Additional measures to minimize wet debris and litter from leaking from the haul truck shall be employed.
- 10.4 Clean whole or chipped wood or pure organic material generated by this contract shall be dumped (no dump fee) at the LFUCG Yard Waste Pad off of Jimmie Campbell Drive or at another location designated by the LFUCG Project Manager.
- 10.5 Trash or woody debris with trash mixed in shall be dumped at the Bluegrass Regional Transfer Station, 1505 Old Frankfort Pike. A load certification reduction form is required to be obtained from the Division of Environmental Services for every load prior to dumping at this facility. LFUCG will pay dump fees directly to the transfer facility for all loads with the required load certification form.
- 10.6 LFUCG will NOT reimburse for dump fees paid by the Contractor.
- 10.7 The Contractor shall be responsible for payment of any fines associated with improper disposal of material removed from the project site. Improper disposal is grounds for termination of the contract.
- 10.8 The Contractor shall dump at the end of each work day unless the truck is less than one-half full. In that case, the Contractor may choose to leave the material in the truck and ensure that no additional material is placed in the truck between work days. Under no circumstances shall the Contractor mix litter and debris hauled for others with litter and debris hauled under this Contract. Violation of this condition shall be grounds for termination of the contract.

11.0 STREAM PROTECTION

- 11.1 Work shall be planned and executed in such a manner that no mechanized equipment enters a creek or stream. LFUCG shall note in each work order if the work area includes a creek or stream.
- 11.2 Work within a creek or stream is preferable during low-flow or no flow conditions, unless the work is serving to abate a blockage that could lead to imminent flooding or bank erosion.
- 11.3 The Contractor shall prevent silt, soil, spoils and debris from entering streams.
- 11.4 Vehicular equipment is not allowed inside of a stream bank.

12.0 TREE AND LANDSCAPING PROTECTION

- 12.1 Work shall be planned and executed in a manner such that tree trunks, limbs, and roots are protected.
- 12.2 No digging within the drip line of a tree shall occur without involvement of the City Arborist.
- 12.3 No tree pruning shall occur without involvement of the City Arborist.
- 12.4 No vehicles or materials storage shall occur under the drip line of any tree without the involvement of the City Arborist.
- 12.5 The Contractor shall keep mowing operations two (2) feet away from landscaping and trees. The Contractor shall carefully string trim, only if needed, around trees or landscaping. When working around trees, the Contractor shall use a guard on all string-trimmers.
- 12.6 The Contractor shall hedge-trim vertically honeysuckle and other vegetation growing on the back side of a right-of-way fence at the fence face, unless given permission to do otherwise.

13.0 STANDARDS

- 13.1 All work shall be safely staged and performed in conformity with all federal, state, county, or local codes, laws, ordinances, and permit conditions, including but not limited to the Occupational Safety and Health Act (OSHA), the Manual on Uniform Traffic Control Devices (MUTCD), Kentucky Fertilizer and Pesticides Storage, Pesticide Use and Application Act of 1996 (KRS 217b), LFUCG Code of Ordinances, etc.
- 13.2 Contractor must have a registered Contractor's License with the LFUCG Division of Building Inspection.

14.0 TIME AND MATERIAL WORK

- 14.1 Hourly rates are based on actual working time while on an LFUCG job site and are all inclusive of payroll burdens, overheads and profits. Overtime must have prior approval from the LFUCG Project Manager, and will typically only apply to emergency work. All industry standard tools and equipment should be considered in the hourly labor rates.
- 14.2 Reasonable rentals on specialty equipment must have prior written approval from the LFUCG Project Manager, and billed at the rental rate with no mark up. Contractor must submit a copy of any rental agreements and include the rental cost as part of each job quote (when applicable). The agreement can be a letter from the rental company confirming an account and the equipment available in lieu of a contractual agreement.

15.0 BILLING AND PAYMENT

- 15.1 The Contractor shall submit itemized invoices which reflect either approved work order lump sum cost estimates, or the actual quantities performed using the accepted contract unit pricing (i.e. number of hours per labor rate, materials cost with mark up, and rental fees with no markup).
- 15.2 Invoices shall list each location serviced, work performed, and reference purchase order number. A representative sample of before and after time and date stamped photos are required to be submitted with each invoice. Any materials and third party rentals provided by the contractor shall be substantiated by vendor invoice. Timesheets must be available upon request.
- 15.3 Payment Terms are Net 30.
- 15.4 Payment shall be made only for the portion of work completed in accordance with the specifications.

16.0 PAYMENT DEFINITIONS

- 16.1 **“Litter and Debris”**: all types of typical litter and debris, including but not limited to paper, plastic, metal, leaves, trash bags, drywall, construction debris, car parts, loose asphalt or concrete chunks, rocks, shopping carts, tree limbs, appliances, furniture, tires, cigarette butts (in gutters/medians), etc.
- 16.2 **“Litter and Debris Pickups”**: work that involves *non-mechanized* (i.e. by hand) litter and debris pickup on roadways and properties (not in streams or drainageway areas). Work may include pulling loose litter or blocking leaves out of catch basin inlets and/or throats, brooming/sweeping out concrete gutters, shoveling cigarette butts, brooming off concrete medians, etc., but does not require use of mechanized equipment (e.g. string-trimmers, backpack blowers) or use of pesticides.

- 16.3 **“Litter and Debris Pickups in Streams and Drainageways”**: work that involves *non-mechanized* (i.e. by hand) litter and debris pickups in stream areas, drainageways, detention basins, ponds, wetlands, and other areas that are generally wet or have flowing water. In some cases, work will require waders, nets, and/or canoes/rowboats, along with conventional hand-held litter pickers, but does not include cutting of vegetation, removal of large blockages requiring chainsaws, or use of pesticides.

17.0 REQUIRED SUBMITTAL

NOTICE TO BIDDERS:

Failure to provide all information requested herein may result in disqualification of bid. Questions on bidding should be directed to the Division of Central Purchasing. Submittal shall include following items:

- 1) Statement on company letterhead, certifying at least one (1) year of experience in similar cleanup work and providing two references for similar work in the last year with contact information.
- 2) List of all company owned vehicles and equipment (i.e. large and small) to be used on this contract. Provide information on rental agreements if applicable. NOTE: Completion by LFUCG of a satisfactory inspection of all equipment is required prior to contract execution.
- 3) List of current staff proposed to work on the contract (including sub-consultants). Denote professional recognitions, memberships, and specific certifications and trainings (currently active for individuals or corporate) that may be applicable to this contract. Of particular importance is the State Pesticide Applicator's License. Others include, but are not limited to: Master Logger, ISA Certified Arborist, Chainsaw Safety training, flagger certifications, OSHA training, CPR, etc.
- 4) Provide evidence of \$1,000,000 Comprehensive Liability and Auto Insurance and Statutory Workman's Compensation Insurance.
- 5) Provide evidence of a valid business license in Fayette County and registered contractor status with the LFUCG Division of Building Inspection.

Contractors should also ensure they are current with the LFUCG Division of Revenue (i.e. do not owe taxes, fees, fines, etc.) prior to submitting.

- 6) Fill out the following PRICING SHEETS and attach to the submittal.

PRICING (page 1 of 2)

COMPANY NAME: Wright's Home Improvement and Mowing, LLC

SECTION 1 – MATERIALS MARK UP

% Mark up on Materials (percentage) _____ 5 %

SECTION 2 – UNIT PRICING

Do not leave blanks. Mark with "No Bid" if applicable.

Hourly rates shall include the cost of furnishing of all labor, equipment, non-material supplies, services, overhead, taxes (federal, state, local), insurance, incidentals, and profit.

<u>BID ITEM</u>	<u>Straight Time (hourly rate)</u>	<u>Overtime (hourly rate)</u>
1. Farm tractor and bat-wing mower w/ operator	\$ <u>75.00</u>	\$ <u>112.50</u>
2. Farm tractor and bush hog w/ operator	\$ <u>75.00</u>	\$ <u>112.50</u>
3. Bucket truck, or knuckleboom, w/ operator	\$ <u>85.00</u>	\$ <u>127.50</u>
4. Heavy equipment w/ operator (e.g. front end loader, skid steer, track hoe, etc. w/ attachments)	\$ <u>85.00</u>	\$ <u>127.50</u>
5. Dump truck w/ operator	\$ <u>85.00</u>	\$ <u>127.50</u>
6. Pickup truck and dump trailer w/ operator	\$ <u>85.00</u>	\$ <u>127.50</u>
7. Mini-skid steer or mini-track loader w/ operator	\$ <u>70.00</u>	\$ <u>105.00</u>
8. Chipper or stump grinder w/ operator	\$ <u>70.00</u>	\$ <u>105.00</u>
9. Riding sidewalk snow remover w/ operator	\$ <u>50.00</u>	\$ <u>75.00</u>
10. Riding or walk-behind mower w/ operator (brush cut, turf)	\$ <u>50.00</u>	\$ <u>75.00</u>
11. Hand-operated power equipment w/ operator (string-trimmer, push mower, walk-behind snow-blower/broom, pole saw, hedge-trimmer, chainsaw, vacuums, etc.)	\$ <u>45.00</u>	\$ <u>67.50</u>
12. Hourly Rate for manual labor (litter pickup, debris removal, shoveling, brooming, salting, traffic control, etc.)	\$ <u>30.00</u>	\$ <u>45.00</u>

PRICING (page 2 of 2)

COMPANY NAME: Wright's Home Improvement and Mowing, LLC

SECTION 3 –PRICING FOR “LITTER AND DEBRIS PICKUPS”

Per manhour \$100.00

IMPORTANT: See Section 14.1 for description of “Litter and Debris Pickups.” Manhour rate shall include all costs associated with the collection and hauling of litter and debris with this work, including but not limited to labor, supplies, equipment, fuel, trucks, hauling, etc. The Unit Prices listed in Section 2 do not apply to this work.

SECTION 4 –PRICING FOR “LITTER AND DEBRIS PICKUPS IN STREAMS AND DRAINAGEWAYS”

Per manhour \$100.00

IMPORTANT: See Section 14.2 for description of “Litter and Debris Pickups in Streams and Drainageways.” Manhour rate shall include all costs associated with the collection and hauling of litter and debris with this work, including but not limited to labor, supplies, equipment, fuel, trucks, hauling, etc. The Unit Prices listed in Section 2 do not apply to this work.



ADDENDUM #1

Bid Number: **#160-2018**

Date: November 14, 2018

Subject: **Road, Land, and Stream Clean-up**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Page 13, Section 3 – Pricing for “Litter and Debris Pickups,” first sentence, replace “See Section 14.1 for description of “Litter and Debris Pickups.” with “See Section 16.2 for definition of “Litter and Debris Pickups.”
2. Page 13, Section 4 – Pricing for “Litter and Debris Pickups in Streams and Drainageways,” first sentence, replace “See Section 14.2 for description of “Litter and Debris Pickups in Streams and Drainageways.” with “See Section 16.3 for definition of “Litter and Debris Pickups in Streams and Drainageways.”
3. Ionwave Online Q&A
 - a. Is there any estimate of how many hours of each type of work will be required with this contract?

Answer: There is no requirement or guarantee of work on this contract. See Section 4.0. When cost estimates are requested, contractors will be free to provide estimates on certain jobs and not others depending upon their availability and expertise. Work orders to be serviced through this contract will vary widely in size and scope. The format of this price contract is set up in such a way as to allow both small and large-sized companies to participate.

A handwritten signature in black ink that reads "Todd Slatin".

Todd Slatin, Director
Division of Central Purchasing



LEXINGTON

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Wright's Home Improvement and Mowing, LLC

ADDRESS: 523 Breckenridge Street Lexington, KY 40508

SIGNATURE OF BIDDER: Joyce Wright

