



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 9, 2015

INVITATION TO BID #25-2015 Mowing for Environmental Services

Bid Opening Time: 2:00 PM

Bid Opening Date: March 2, 2015
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: February 17, 2015
Address: 101 E Vine St, 3rd Floor Conference Room, Lexington, KY

Pre Bid Time: 10:00 AM

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 **03/02/2015**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

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

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

Submitted by: Edgington Mowing Service Inc.
Firm Name

P.O. Box 294

Address Stanford Ky 40484

City, State & Zip

Bid must be signed:
(original signature)

Jerry Edgington
Signature of Authorized Company Representative - Title

Jerry Edgington
Representative's Name (Typed or printed)

859-661-6451
Area Code - Phone - Extension

Jerry.edgington42@gmail.com
E-Mail Address

Fax #

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

AFFIDAVIT

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

1. His/her name is Jerry Edgington and he/she is the Individual submitting the bid or is the authorized representative of Edgington Mowing Service Inc. 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. Jerry Edgington

STATE OF Kentucky

COUNTY OF Rockcastle

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jerry Edgington on this the 11th day of February, ~~2014~~ 2015 JE

My Commission expires: 5-13-16

Jarina Neeth
NOTARY PUBLIC, STATE AT LARGE

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

EDGINGTON MOWING SERVICE INC.

P.O.BOX 294
STANFORD, KY. 40484
CELL PH. # (859) 661-6451

SERVICE'S WE SPECIALIZE IN ARE:
GROUND'S MAINT. SUCH AS MOWING, WEEDEATING,
FERTILIZING, AND SPRAYING

Curently we mow :

1. General Butler state park around 120 acres manager Dave Jordan ph. # 502-732-4384 ext. 2409.
2. Big bone lick state historic site camp ground 15 acres manager. Dean Henson ph. # 859-384-3522.
3. HWY 2113 Versailles Ky. 48.5 acres contact Matthew Bland ph. # 859-229-7548
4. Hart County Rest Area 33.5 acres contact Bennie Warren ph. # 270-723-6697 or 270-723-5144
5. Simpson County Rest Area 17.5 acres contact Kent Anderson ph. # 270-842-0243 or 270-791-3355 or 270-779-2573.

SIGNATURE: *Jerry Edgington*

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

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 #25-2015 Mowing for Environmental Services"

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

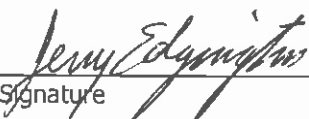
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature



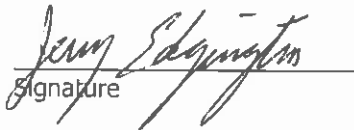
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

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


Signature

2-11-15
Date

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____
Name & Title

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

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

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

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

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	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 Muhamma	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

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

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____
 Total Contract Amount Awarded to Prime Contractor for this Project _____

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

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

 Company

 Company Representative

 Date

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 25 - 2015

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

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

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Edgington Mowing Service Inc
Company

Jerry Edgington
Company Representative

2-11-15
Date

President
Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00462525

TURF MOWING FOR ENVIRONMENTAL SERVICES
Request for Bid #25-2015
Table of Contents

A. General Information

B. Mowing Specifications

C. Bid Package Detail Information

- Bid Package 1: ROW and Medians: Elm Tree, Harrodsburg, Leestown, Newtown
- Bid Package 2: ROW and Medians: Richmond, Bates Creek
- Bid Package 3A: ROW and Medians: Alumni Drive from Bates Creek to New Circle
- 3B ROW and Medians: Alumni Drive from New Circle to Buckhorn
- Bid Package 4: ROW and Medians: Citation Blvd.
- Bid Package 5: ROW and Medians: Armstrong Mill
- Bid Package 6A: ROW and Medians: Man O' War Blvd. from Versailles to Clays Mill
- 6B: ROW and Medians: Man O' War Blvd. from Clays Mill to Bates Creek
- 6C: ROW and Medians: Man O' War Blvd. from Bates Creek to Helmsdale
- 6D: ROW and Medians: Man O' War Blvd. from Helmsdale to I-75
- Bid Package 7: ROW and Medians: Polo Club Blvd.
- Bid Package 8: ROW and Medians: Central Zone Miscellaneous
- Bid Package 9: ROW and Medians: North Zone Miscellaneous
- Bid Package 10: ROW and Medians: South Zone Miscellaneous
- Bid Package 11: Greenways: Central Zone
- Bid Package 12: Water Quality Lots: Central Zone
- Bid Package 13: Water Quality Lots and Greenways: North Zone
- Bid Package 14: Water Quality Lots and Greenways: South Zone
- Bid Package 15: Facilities: All Zones

D. Pricing Sheets

E. Maps

- Urban Service Area (USA) Maps showing all mowing areas by type
- Detailed Maps for select areas

A. GENERAL INFORMATION

- Work detailed in this Invitation to Bid is under the management of LFUCG's Division of Environmental Services. Contact information for the contract manager shall be provided at the time of contract approval.
- Important Note:
 - In prior years, the mowing work detailed in this Invitation to Bid was combined with mowing of all LFUCG areas including Parks, under the management of the Parks and Recreation Division.
 - This Invitation to Bid does **not** include mowing of Parks or trailed areas (e.g. Legacy Trail). Mowing of these areas will be included in a separate Invitation to Bid under the management of the Parks and Recreation Division.
- Please note budget constraints, weather, sale of property, or other factors may occur at any time during a mowing season which would cause a mowing area to be removed from a contract.
- This Invitation to Bid includes mowing of Rights-of-Way (ROW), medians, water quality lots, greenways, and facilities and vacant lots.
- Only four activities are covered in the scope of work for this Invitation to Bid: (a) litter and debris removal, (b) turf mowing, (c) selective string trimming, (d) associated backpack grass/leaf blowing or racking or sweeping or removal (if excessive).
- This scope of work does not include use of herbicide, or string trimming of concrete medians.
- Note: A separate Invitation to Bid will be advertised for bush hog mowing, slope mowing, and other similar activities for the Division of Environmental Services.
- Each of the 15 bid packages is a standalone package to be awarded separately. Bid packages shall not be split.
- Bidders may choose to bid on one, many, or all of the 15 bid packages.
- Review the Mowing Bid Specifications. Failure to follow these specifications can result in contract cancellation.
- Review the Bid Package Information Sheets for valuable detail on the work locations. General Maps showing all work areas, color coded by type of work area, are provided. Detail Maps are also provided for several locations to clarify mowing boundaries. Bidders are encouraged to visit locations to view the work areas.
- **On the Detail Pricing Sheets: For every bid package you are bidding on, be sure to fill out all blank spaces (\$_____) for each work area and the Total (\$_____).**

B. MOWING SPECIFICATIONS

B.1 Administrative

- B.1.1 The mowing season will begin in April and continue through the month of October. These dates may be altered at the discretion of the Division of Environmental Services.
- B.1.2 This agreement shall be for a period of two (2) years with an option to renew for two (1) year renewals if mutually agreed upon by both parties.
- B.1.3 Bidder shall include with their proposal a complete description of services provided by their firm and a listing of customers currently served by the bidder.
- B.1.4 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.
- B.1.5 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.
- B.1.6 The Contractor hereby accepts responsibility for any loss or damage to property owned by LFUCG or the general public caused by the Contractor's employees or agents. The Contractor shall keep in force at all times liability insurance in amounts specified herein. Contractor shall replace or repair same at his own cost and expense in like kind and at the direction of the Division of Environmental Services. 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. Failure to maintain such insurance shall be cause for cancellation of this contract without notice.
- B.1.7 In the event that trees, shrubs, or other landscaping is hit or damaged by activities associated with this contract, LFUCG's arborist shall inspect for damage and determine the impact to the plant's health. Should the arborist determine the tree or landscaping is damaged beyond repair, the Contractor shall be charged for the estimated replacement value of the trees, shrubs, or landscaping.
- B.1.8 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 Purchasing.

- B.1.9 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.
- B.1.10 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.
- B.1.11 LFUCG reserves the right to select from the current list of mowing contractors during the contract period to bid on new properties requiring mowing by LFUCG.
- B.1.12 LFUCG reserves the right to remove a mowing area from a contract within 7 days notice.
- B.1.13 The low bidder for each bid package shall allow personnel from the Division of Environmental Services and the Division of Purchasing to inspect the Contractor's equipment and signage prior to the contract being awarded. The Contractor's equipment must be well maintained to operate safely on public property with all appropriate safety guards. If the Division of Environmental Services and the Division of Purchasing substantiates that a Contractor's equipment and/or signage does not meet the specification requirements, the Contractor will be eliminated from the bidding process.
- B.1.14 The inspection of equipment and signage, the experience of the bidder, previous experience in past mowing contracts with LFUCG, contact with references provided by the bidder, and total cost of the work being bid, will all be factored into the selection of a contractor.
- B.1.15 The Division of Environmental Services stipulates that acreages provided in the bid package information are approximate quantities, calculated by delineating areas on LFUCG's Geographic Information System (GIS) and shown on the attached maps. It is the responsibility of the Contractor to review each location visually prior to submitting a bid to verify mowing area, topography, site constraints, etc. Acreages provided in Section C are approximate mowing acreages. For Bid Package 15: Facilities, some of the acreages listed are for the entire parcel, and not mowing acreages, and are denoted as such in the tables.

B.1.16 Selected contractors shall be prepared to meet the following mowing schedule, evenly staggered to minimize excessive clumping and provide for a manicured look:

Estimated Number of Cuts Per Month by Area Type

	ROW/Medians	WQ Lots	Facilities	Greenways
April	3	3	3	2
May	4	4	4	2
June	3 to 4	3 to 4	3 to 4	2
July	2 to 4	2 to 4	2 to 4	2
August	2 to 4	2 to 4	2 to 4	2
September	3 to 4	3 to 4	3 to 4	2
October	2 to 3	2 to 3	2 to 3	1

B.1.17 The estimated number of cuts per month provided in the above table is not a guarantee of work. Number of cuts is variable and will be determined by the Division of Environmental Services each month depending upon weather and budgetary constraints.

B.1.18 LFUCG may request additional cuts due to special events or other unforeseen circumstances. Contractor is to respond to additional cut requests as soon as possible but no longer than 48 hours. Verified weather conditions at mowing locations may extend contractor response time.

B.2 Types of Mowing and Definitions

B.2.1 Turf mowing shall consist of using a zero turn mower or similar mower including a push mower to cut grass to a maximum height of 4 inches.

B.2.2 String trimming / weedeating shall consist of using a string trimmer to cut areas that a mower cannot maintain.

B.2.3 Terms:

- Central Zone - the area of the Fayette County located within the bounds of New Circle Road.
- North Zone - the area of Fayette County located north of Versailles Road and Winchester Road, including Winchester Road.
- South Zone - the area of Fayette County located south of Versailles Road and Winchester Road, including Versailles Road.
- Obstacles - any objects that stand in the way or holds up the mowing process. This may include but not limited to sign posts, light posts, fences, guard rails, headwalls, utility boxes, bridge end abutments, trees and landscape plantings.

- No mow zones - areas along creeks and drainage areas that will not be mowed to help reduce soil erosion. Once established these areas are not to be mowed unless with prior written authorization.
- Litter / Debris - non-organic items that have been discarded or washed or blown into a work area such as tires, plastic, paper, metal, glass, cans, bottles, etc.
- Hardscapes - any asphalt or concrete surface including but not limited to sidewalks, curbs, gutters, parking lots, roads, etc.

B.3 Specifications for Mowing

- B.3.1 Practice safety first; all safety measures, equipment, guards, and chutes are in place while mowing. Always mow with the safety of the operator, others, vehicles, and property in mind. Contractors are required to follow OSHA and Department of Transportation regulations regarding employee safety.
- B.3.2 All mowing along roadways shall follow all requirements for traffic control and traffic control devices of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), published by the Federal Highway Administration.
- B.3.3 Contractor employees shall wear HI VISIBILITY clothing (i.e. vest, shirt, or jacket) and proper attire remaining fully dressed during the performance of all work under this contract, whether in a roadway or not. Working without a shirt or appropriate closed toe protective footwear is prohibited.
- B.3.4 Public walkways and sidewalks shall not be blocked to pedestrian traffic while performing mowing operations.
- B.3.5 All mowers used for mowing ROW and Medians shall be fitted with mulching blades with the discharge pointing down.
- B.3.6 All mowing associated with this contract shall be turf mowing to a grass height between 3 and 4 inches in height. Scalping shall be avoided.
- B.3.7 All mowing shall be performed to minimize and/or eliminate projection of grass onto hardscapes, streets, sidewalks, trails, or gutters. All grass clippings shall be removed off of hardscapes prior to leaving the work site with a backpack blower, sweeping, raking, etc.
- B.3.8 Shred all excess clumps of grass. Reduce speed to reduce clumping of grass. Mowing blades are to be sharp to prevent tearing of grass and minimize clumping. In the case of excessive grass clippings or other material which could cause a stormwater blockage or other potential problem, the Contractor shall remove it from the site and properly dispose of it.

B.3.9 At no time shall the Contractor allow mowed clippings or litter or debris to be blown, swept, or raked into any planting bed, tree mulch ring, gutter, storm drain, yard inlet, curb inlet, or drainageway, swale, or creek.

B.3.10 All designated "no mow zones" shall be off limits to mowing or string trimming. These areas will be defined for the selected contractors prior to the first mow.

B.3.11 Trees, shrubs, and landscaping shall be protected at all times.

- ROW and Medians: Most trees will have been protectively mulched by the Division of Environmental Services prior to start of mowing operations. This mulch is placed in part to keep mowing equipment from coming too close to the trees or shrubs and eliminate the need for string trimming. If the Contractor comes across trees or landscaping in ROW or median areas that have not been mulched, the Contractor shall immediately inform the Division of Environmental Services contract manager. The Contractor shall stay 2 feet away from unmulched landscaping or trees if found during mowing operations in ROW or medians (Environmental Services staff shall address these areas once informed).
- Greenways and Water Quality Lots: The Contractor shall keep mowing operations 2 feet away from landscaping and trees. Typically, string trimming around trees or landscaping will not be required in greenway or water quality lots, except in areas of mulched or clearly defined planting beds.
- Facilities: The Contractor shall keep mowing operations 2 feet away from landscaping and trees. The Contractor shall carefully string trim around landscaping and trees, avoiding hitting them with the string. (It is LFUCG's preference to leave some higher grass around a tree than damage a tree.)
- The Contractor shall not blow grass clippings onto planter beds, landscaping, or mulch rings.

B.3.12 The Contractor shall string trim to remove vegetation around obstacles such as utility poles, guard rails, fences, buildings, steps, and headwalls. The Contractor shall also string trim grass and weeds growing in cracks on sidewalks and along street curbs abutting the properties.

B.3.13 The following activities are **not** included in this contract and will be handled by others:

- Edging of sidewalks
- String trimming of concrete medians
- Weed pulling/ maintenance of landscaping beds, trees, and mulched areas
- Use of herbicide.

B.4 Litter and Debris Removal

- B.4.1 This operation shall include the removal of **all** litter and/or debris from all designated mowing areas including landscaped areas, hardscapes, curbs and gutters **prior to mowing.**
- B.4.2 The Kentucky Pride Litter Grant requires additional recordkeeping for picking up litter and debris. The records consist of street name, road miles, date serviced, and number of bags collected or weight of debris (see Section B.5 Invoicing and Inspection).
- B.4.3 The Contractor shall be responsible to remove and dispose of limbs smaller than three (3) inches in diameter. Contact the Division of Environmental Services to remove limbs of three (3) inches in diameter or larger.

B.5 Invoicing and Inspection

- B.5.1 Payment Terms are Net 30.
- B.5.2 Invoices must list each location serviced, date serviced, and reference purchase order number.
- B.5.3 (Right of Way and Median Mowing Only): Invoices must list the following Kentucky Pride Litter Grant information: street name, road miles, date serviced, number of bags collected or weight of debris.

Invoicing cost for litter pickup will be ten percent (10%) of the cost of mowing the ROW and Medians area. *Example: Mowing of Richmond Road ROW and Medians unit price is \$1,000 per cut. Invoice litter pickup as \$100.00 and mowing as \$900.00.*

- B.5.4 Invoices may be emailed to both **splueger@lexingtonky.gov** and **cclay@lexingtonky.gov**, or mailed or hand-delivered to:

LFUCG DIVISION OF ENVIRONMENTAL SERVICES
200 E. MAIN STREET, FLOOR 9
LEXINGTON, KY 40507

Emailing is preferred.

- B.5.5 Work sites must be inspected by LFUCG personnel prior to approval of invoices for processing.
- B.5.6 The Contractor shall inform the Division of Environmental Services contract manager via email or phone the same day that services are to be performed, preferably in the morning. Contact information shall be provided.

B.6: Insurance - See Attached Risk Management Provisions

B.6.1 The Contractor shall be required to submit a Certificate of Insurance coverage as required by the Risk Management Provisions.

B.6.2 Submission Requirements:

The Contractor shall furnish before the contract is awarded a Certificate of Insurance to the Division of Central Purchasing. The Contractor shall also be required to submit updated insurance certificates quarterly to the Division of Environmental Services contract manager for compliance purposes. Valid Certificates of Insurance shall be maintained by the Contractor throughout the term of this Contract and any renewal thereof. Original copies of the insurance policy, with all endorsements, shall be provided upon request. Failure to comply with this Section shall constitute an event of default under this contract.

C. BID PACKAGE DETAIL INFORMATION

Bid Packages are organized by Zones as follows:

- Central Zone - the area of the Fayette County located within the bounds of New Circle Road.
- North Zone - the area of Fayette County located north of Versailles Road and Winchester Road, including Winchester Road.
- South Zone - the area of Fayette County located south of Versailles Road and Winchester Road, including Versailles Road.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#25-2015**

Date: February 16, 2015

Subject: Turf Mowing for Environmental Services

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Pre-bid scheduled for February 17, 2015, 10:00 am, has been cancelled due to weather. Pre-bid will be rescheduled as soon as weather permits.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Edgington Mowing Service, Inc.

ADDRESS: P.O. Box 294
Stanford, KY 40484

SIGNATURE OF BIDDER: Jerry Edgington



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **#25-2015**

Date: February 19, 2015

Subject: Turf Mowing for Environmental Services

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Pre-bid conference is re-scheduled for February 23, 2015, 10:00 am, 101 E Vine St, 3rd Floor Conference Room, Lexington, KY. Perspective bidders are encouraged to be familiar with bid specifications prior to pre-bid conference.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Edgington Mowing Service, Inc.

ADDRESS: P.O. Box 294
Stanford, KY 40484

SIGNATURE OF BIDDER: Jerry Edgington



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gmy
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: **#25-2015**

Date: February 23, 2015

Subject: Turf Mowing for Environmental Services

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Add requirement to mow with bagger attachment at the following locations:

- 1 median on Newtown Pike @ Main St. & Newtown Pike in Bid Package 1 (part of ID 4)
- 2 of 3 medians on Lafayette Pkwy (between Rosemont Garden and Southbend Drive) with stream in Bid Package 8 (part of ID 67)

2. Estimated Number of Cuts provided in Section B.1.16 of the Mowing Specifications is an approximate number per month. Cuts should be performed on a routine basis equally spaced over time for each parcel (i.e. once a week, once every 10 days, etc.), weather permitting. The goal is to provide for a well maintained look throughout the entire growing season. The Contractor will coordinate with the Division of Environmental Services on a regular basis to discuss upcoming scheduling requirements.

3. Detail Pricing Sheets: Fill out each blank line. Price given should be price per single mow.

4. High Visibility Clothing shall meet the requirements of Class 2 or Class 3 ANSI/ISEA 107-2004 based upon the posted speed limits. Speed limits between 25 and 50 miles per hour (mph) require Class 2. Speed limits exceeding 50 mph require Class 3.

5. The Manual on Uniform Traffic Control Devices should be consulted for required traffic control device specifications. See website <http://mutcd.fhwa.dot.gov/index.htm>.

6. Pre-bid sign-in sheet is attached.

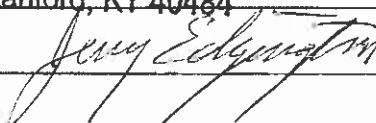


Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Edgington Mowing Service, Inc.

ADDRESS: P.O. Box 294
Stanford, KY 40484

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #4

Bid Number: **#25-2015**

Date: February 25, 2015

Subject: Turf Mowing for Environmental Services

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Bid Package Detail for Bid Package 9 has been changed. Item ID #30 on page 20 was redundant and has been removed. A revised Bid Package 9 detail (page 20) is attached.
2. Bid Package Detail for Bid Packages 13 and 14 on pages 28, 29 and 30 have been replaced. The Water Quality lots were listed in the wrong zones. In addition, the water quality lots for 1538 Astaire Dr and 593 Hollow Creek Road have been removed, as these are being maintained through a different contract. A revised Bid Package 13 detail (page 28-29) and revised Bid Package 14 (page 30) are attached.
3. Detail Pricing Sheets for Bid Package 9, Bid Package 13 and Bid Package 14 have been revised to reflect these changes and are attached (pages 35, 37, 38).

4. Bid opening has been changed to March 4, 2015, 2:00 pm.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Edginton Mowing Service, Inc.
P.O. Box 294

ADDRESS: Stanford, KY 40484

SIGNATURE OF BIDDER: Jerry Edginton

D. DETAIL PRICING SHEETS

DETAIL PRICING SHEETS
FY 2015 ENVIRONMENTAL SERVICES TURF MOWING
(Pricing Sheet 1 of 7)

BID PACKAGE 1: Corridors ROW and Medians: Elm Tree, Harrodsburg, Leestown, Newtown

1. Elm Tree & Hummons	(2.29 ac.)	\$ <u>170.00</u>
2. Harrodsburg Rd.	(3.34 ac.)	\$ <u>235.00</u>
3. Leestown Rd.	(3.27 ac.)	\$ <u>230.00</u>
4. Newtown Pike	(3.20 ac.)	\$ <u>225.00</u>
TOTAL BID PACKAGE 1:	(12.10 ac.)	\$ <u>860.00</u>

BID PACKAGE 2: Corridors ROW and Medians: Richmond Rd., Bates Creek

1. Richmond Rd.	(11.93 ac.)	\$ <u>329.00</u>
2. Bates Creek Rd.	(7.58 ac.)	\$ <u>211.00</u>
TOTAL BID PACKAGE 2:	(19.86 ac.)	\$ <u>540.00</u>

BID PACKAGE 3A: Alumni Drive ROW and Medians: Bates Creek Rd. to New Circle Rd. (Central Zone)

TOTAL BID PACKAGE 3A:	(15.28 ac.)	\$ <u>444.00</u>
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BID PACKAGE 3B: Alumni Drive ROW and Medians: New Circle Rd. to Buckhorn Dr. (South Zone)

TOTAL BID PACKAGE 3B:	(11.52 ac.)	\$ <u>320.00</u>
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DETAIL PRICING SHEETS
FY 2015 ENVIRONMENTAL SERVICES TURF MOWING
(Pricing Sheet 2 of 7)

BID PACKAGE 4: Citation Blvd. ROW and Medians

TOTAL BID PACKAGE 4: (23.74 ac.) \$ 660.00

Note: Second Phase of Citation Blvd. is under construction and will be completed in 2015. Bid Package 4 shall be expanded to include new acreage at the unit price \$/ac. above once the new sections are opened by the KY Transportation Cabinet.

BID PACKAGE 5: Armstrong Mill Rd. ROW and Medians

TOTAL BID PACKAGE 5: (13.94 ac.) \$ 395.00

BID PACKAGE 6A: Man O' War Blvd. ROW and Medians: Versailles Rd. to Clays Mill Rd.

TOTAL BID PACKAGE 6A: (39.02 ac.) \$ 1075.00

BID PACKAGE 6B: Man O' War Blvd. ROW and Medians: Clays Mill Rd. to Tates Creek Rd.

TOTAL BID PACKAGE 6B: (26.85 ac.) \$ 750.00

BID PACKAGE 6C: Man O' War Blvd. ROW and Medians: Tates Creek Rd. to Helmsdale Pl.

TOTAL BID PACKAGE 6C: (40.02 ac.) \$ 1100.00

BID PACKAGE 6D: Man O' War Blvd. ROW and Medians: Helmsdale Pl. to I-75

TOTAL BID PACKAGE 6D: (6.93 ac.) \$ 220.00

Note: This area is currently mowed by a private entity. Bid Package 6D is an alternate that will only be funded if mowing is transferred to LFUCG.

BID PACKAGE 7: Polo Club Blvd. ROW and Medians

TOTAL BID PACKAGE 7: (11.80 ac.) \$ 330.00

DETAIL PRICING SHEETS
FY 2015 ENVIRONMENTAL SERVICES TURF MOWING
(Pricing Sheet 3 of 7)

BID PACKAGE 8: Central Zone Miscellaneous ROW and Medians
TOTAL BID PACKAGE 8: (48.93 ac.) \$ 4175.00

BID PACKAGE 9: North Zone Miscellaneous ROW and Medians
TOTAL BID PACKAGE 9: (~~12.90~~ 12.71 ac.) \$ 1200.00

BID PACKAGE 10: South Zone Miscellaneous ROW and Medians
TOTAL BID PACKAGE 10: (22.51 ac.) \$ 1600.00

BID PACKAGE 11: Central Zone Greenways

1. Castlewood Greenway	(1.4 ac.)	\$ <u>105.00</u>
2. Kilrush Greenway	(4.0 ac.)	\$ <u>320.00</u>
3. Roanoke Greenway	(2.8 ac.)	\$ <u>175.00</u>
4. The Lane Greenway	(1.1 ac.)	\$ <u>85.00</u>
5. Allendale & Lane Allen Greenways	(1.6 ac.)	\$ <u>120.00</u>
6. Furlong Greenway	(2.3 ac.)	\$ <u>150.00</u>
7. Deauville Greenway	(5.6 ac.)	\$ <u>350.00</u>

TOTAL BID PACKAGE 11: (18.8 ac.) \$ 1305.00

DETAIL PRICING SHEETS
FY 2015 ENVIRONMENTAL SERVICES TURF MOWING
(Pricing Sheet 4 of 7)

BID PACKAGE 12: Central Zone Water Quality Lots

1.	2848	ARK ROYAL WY	\$ <u>25.00</u>	37.	1764	LIBERTY RD	\$ <u>35.00</u>
2.	1426	BRYAN AVE	\$ <u>25.00</u>	38.	1768	LIBERTY RD	\$ <u>25.00</u>
3.	1441	BRYAN AVE	\$ <u>25.00</u>	39.	908	LIMA CT	\$ <u>150.00</u>
4.	1443	BRYAN AVE	\$ <u>35.00</u>	40.	565	LONE OAK DR	\$ <u>25.00</u>
5.	1869	CLAYS MILL RD	\$ <u>70.00</u>	41.	566	LONE OAK DR	\$ <u>50.00</u>
6.	672	COFFEE TREE LN	\$ <u>45.00</u>	42.	400	MEADOW PARK	\$ <u>35.00</u>
7.	1797	COURTNEY AVE	\$ <u>50.00</u>	43.	417	MORGAN AVE	\$ <u>25.00</u>
8.	305	DANTZLER CT	\$ <u>25.00</u>	44.	422	MORGAN AVE	\$ <u>25.00</u>
9.	309	DANTZLER CT	\$ <u>25.00</u>	45.	423	MORGAN AVE	\$ <u>25.00</u>
10.	313	DANTZLER CT	\$ <u>25.00</u>	46.	424	MORGAN AVE	\$ <u>25.00</u>
11.	1050	DELAWARE AVE	\$ <u>120.00</u>	47.	425	MORGAN AVE	\$ <u>25.00</u>
12.	276	DERBY DR	\$ <u>25.00</u>	48.	426	MORGAN AVE	\$ <u>20.00</u>
13.	280	DERBY DR	\$ <u>25.00</u>	49.	905	N LIMESTONE	\$ <u>25.00</u>
14.	284	DERBY DR	\$ <u>25.00</u>	50.	907	N LIMESTONE	\$ <u>25.00</u>
15.	288	DERBY DR	\$ <u>25.00</u>	51.	909	N LIMESTONE	\$ <u>25.00</u>
16.	244	E LOWRY LN	\$ <u>25.00</u>	52.	352	OWSLEY AVE	\$ <u>25.00</u>
17.	1436	EDGELAWN AVE	\$ <u>35.00</u>	53.	354	OWSLEY AVE	\$ <u>50.00</u>
18.	1438	EDGELAWN AVE	\$ <u>25.00</u>	54.	456	PASADENA DR	\$ <u>25.00</u>
19.	1439	EDGELAWN AVE	\$ <u>20.00</u>	55.	1873	PENSACOLA DR	\$ <u>20.00</u>
20.	1439	EDGELAWN AVE	\$ <u>20.00</u>	56.	1875	PENSACOLA DR	\$ <u>25.00</u>
21.	1440	EDGELAWN AVE	\$ <u>50.00</u>	57.	1877	PENSACOLA DR	\$ <u>35.00</u>
22.	1441	EDGELAWN AVE	\$ <u>25.00</u>	58.	257	PERRY ST	\$ <u>20.00</u>
23.	1443	EDGELAWN AVE	\$ <u>25.00</u>	59.	258	PERRY ST	\$ <u>20.00</u>
24.	1444	EDGELAWN AVE	\$ <u>35.00</u>	60.	262	PERRY ST	\$ <u>20.00</u>
25.	1445	EDGELAWN AVE	\$ <u>25.00</u>	61.	901	RED MILE RD	\$ <u>130.00</u>
26.	1447	EDGELAWN AVE	\$ <u>25.00</u>	62.	405	SHAWNEE AVE	\$ <u>20.00</u>
27.	1450	EDGELAWN AVE	\$ <u>60.00</u>	63.	406	SHAWNEE AVE	\$ <u>20.00</u>
28.	2002	FAMILY CIRCLE	\$ <u>60.00</u>	64.	407	SHAWNEE AVE	\$ <u>20.00</u>
29.	166	GOODRICH AVE	\$ <u>25.00</u>	65.	408	SHAWNEE AVE	\$ <u>20.00</u>
30.	168	GOODRICH AVE	\$ <u>25.00</u>	66.	512	SOUTHBEND DR	\$ <u>25.00</u>
31.	170	GOODRICH AVE	\$ <u>25.00</u>	67.	516	SOUTHBEND DR	\$ <u>25.00</u>
32.	1450	HIGHLAWN AVE	\$ <u>20.00</u>	68.	84	SOUTHPORT DR	\$ <u>175.00</u>
33.	279	LAFAYETTE PKWY	\$ <u>25.00</u>	69.	209	ST ANN DR	\$ <u>60.00</u>
34.	281	LAFAYETTE PKWY	\$ <u>25.00</u>	70.	213	ST ANN DR	\$ <u>50.00</u>
35.	285	LAFAYETTE PKWY	\$ <u>25.00</u>	71.	878	SUMMERVILLE DR	\$ <u>50.00</u>
36.	1760	LIBERTY RD	\$ <u>150.00</u>	72.	885	SUMMERVILLE DR	\$ <u>125.00</u>
				73.	1816	VERSAILLES RD	\$ <u>140.00</u>

TOTAL BID PACKAGE 12:

(33.1 ac.)

\$ 2980.00

DETAIL PRICING SHEETS
FY 2015 ENVIRONMENTAL SERVICES TURF MOWING
(Pricing Sheet 5 of 7)

BID PACKAGE 13: North Zone Water Quality Lots & Greenways

1538	ASTAIRE DR	\$ _____	20.	137	NORTHWOOD DR	\$ <u>35.00</u>		
1.	1960	BRYAN STATION RD	\$	<u>600.00</u>	21.	1651	OLD PARIS RD	\$ <u>55.00</u>
2.	2301	CABOT DR	\$	<u>45.00</u>	22.	2025	OLD PARIS RD	\$ <u>35.00</u>
3.	2303	CABOT DR	\$	<u>45.00</u>	23.	2027	OLD PARIS RD	\$ <u>35.00</u>
4.	2305	CABOT DR	\$	<u>45.00</u>	24.	504	PARKSIDE DR	\$ <u>45.00</u>
5.	2307	CABOT DR	\$	<u>45.00</u>	25.	621	PARKSIDE DR	\$ <u>35.00</u>
6.	2309	CABOT DR	\$	<u>45.00</u>	26.	2440	PRESCOTT LN	\$ <u>90.00</u>
7.	2311	CABOT DR	\$	<u>45.00</u>	27.	729	ROLAND AVE	\$ <u>90.00</u>
8.	2313	CABOT DR	\$	<u>45.00</u>	28.	2304	SHANDON DR	\$ <u>35.00</u>
9.	805	FARRA CT	\$	<u>25.00</u>	29.	2308	SHANDON DR	\$ <u>35.00</u>
10.	809	FARRA CT	\$	<u>45.00</u>	30.	2312	SHANDON DR	\$ <u>35.00</u>
11.	1612	FT SUMTER DR	\$	<u>45.00</u>	31.	2316	SHANDON DR	\$ <u>35.00</u>
12.	1614	FT SUMTER DR	\$	<u>45.00</u>	32.	2320	SHANDON DR	\$ <u>45.00</u>
13.	1700	FT SUMTER DR	\$	<u>45.00</u>	33.	1701	SILVER LN	\$ <u>45.00</u>
14.	1657	GAYLE DR	\$	<u>45.00</u>	34.		SILVER LN CREEK	\$ <u>55.00</u>
15.	1661	GAYLE DR	\$	<u>45.00</u>	35.	560	SOUTHRIDGE DR	\$ <u>35.00</u>
16.	542	GRANTCHESTER ST	\$	<u>55.00</u>	36.	564	SOUTHRIDGE DR	\$ <u>45.00</u>
17.	549	GRANTCHESTER ST	\$	<u>65.00</u>	37.	525	THURMAN DR	\$ <u>35.00</u>
593	HOLLOW CREEK RD	\$ _____	38.	529	THURMAN DR	\$ <u>35.00</u>		
18.	4024	LILYDALE CT	\$	<u>150.00</u>	39.	533	THURMAN DR	\$ <u>35.00</u>
19.	133	NORTHWOOD DR	\$	<u>35.00</u>	40.	1950	WICKLAND DR	\$ <u>45.00</u>
					41.	1954	WICKLAND DR	\$ <u>55.00</u>
42.	Bluegrass Wilkes Greenway	\$	<u>120.00</u>					
43.	Jacquelyn Greenway	\$	<u>45.00</u>					
44.	Phoenix Greenway	\$	<u>150.00</u>					

TOTAL BID PACKAGE 13:

(25.8 ac.)

\$ 2870.00

DETAIL PRICING SHEETS
FY 2015 ENVIRONMENTAL SERVICES TURF MOWING
(Pricing Sheet 6 of 7)

BID PACKAGE 14: South Zone Water Quality Lots & Greenways

1.	4338	BROOKRIDGE DR	\$ <u>275.00</u>
2.	4339	BROOKRIDGE DR	\$ <u>45.00</u>
3.	928	CALYPSO BREEZE DR	\$ <u>180.00</u>
4.	3427	COLDSTREAM CT	\$ <u>45.00</u>
5.	3430	COLDSTREAM CT	\$ <u>65.00</u>
6.	3431	COLDSTREAM CT	\$ <u>45.00</u>
7.	3428	CRIMSON KING CT	\$ <u>55.00</u>
8.	3429	CRIMSON KING CT	\$ <u>55.00</u>
9.	3432	CRIMSON KING CT	\$ <u>45.00</u>
10.	660	EUREKA SPRINGS DR	\$ <u>125.00</u>
11.	190	MANITOBA LN	\$ <u>35.00</u>
12.	3474	PIMLICO PKWY	\$ <u>460.00</u>
13.	405	PLAINVIEW RD	\$ <u>45.00</u>
14.	4580	SARON DR	\$ <u>35.00</u>
15.	1316	TANFORAN DR	\$ <u>55.00</u>
16.	3833	WALHAMPTON DR	\$ <u>35.00</u>
17.	3837	WALHAMPTON DR	\$ <u>35.00</u>

18.	Barrington Lane Greenway	\$ <u>35.00</u>
19.	Gainesway Greenway	\$ <u>50.00</u>
20.	Armstrong Mill Greenway	\$ <u>120.00</u>
21.	Old Higbee Mill (South Elkhorn) Greenway	\$ <u>100.00</u>
22.	Scottish Trace Greenway	\$ <u>100.00</u>
23.	Cherry Meadow Greenway	\$ <u>50.00</u>
24.	Glen Garth Greenway	\$ <u>45.00</u>

TOTAL BID PACKAGE 14:

(25.3 ac.)

\$ 2135.00

DETAIL PRICING SHEETS
FY 2015 ENVIRONMENTAL SERVICES TURF MOWING
(Pricing Sheet 7 of 7)

BID PACKAGE 15: Facilities (All Zones)

1. Black & Williams Facility	\$ <u>60.00</u>
2. Old Frankfort Pike Cemetery	\$ <u>40.00</u>
3. Central KY Job Center	\$ <u>60.00</u>
4. Family Care Center	\$ <u>800.00</u>
5. Grinstead Area	\$ <u>75.00</u>
6. Lyric Theatre Parking Lot	\$ <u>30.00</u>
7. Furrows Building	\$ <u>365.00</u>
8. Senior Citizen Center	\$ <u>220.00</u>
9. Streets & Roads Facility	\$ <u>285.00</u>
10. Carnegie Center	\$ <u>110.00</u>
11. Old Court House	\$ <u>100.00</u>
12. 350 Latrobe Ct.	\$ <u>70.00</u>
13. 437 Locust Ave. Vacant Lot	\$ <u>40.00</u>
14. 416 Carlisle Ave. Vacant Lot	\$ <u>40.00</u>
15. Fleet Services Facility	\$ <u>1000.00</u>
16. Blue Sky Pump Station	\$ <u>80.00</u>
17. 832 Chilesburg Ct. Vacant Lot	\$ <u>250.00</u>
18. 1276 Eastland Drive Vacant Lot	\$ <u>200.00</u>
 TOTAL BID PACKAGE 15:	 \$ <u>3,825.00</u>