



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 4, 2016

INVITATION TO BID #22-2016 Tree Installation

Bid Opening Date: February 18, 2016

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **02/18/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

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

Performance Bond Required: Yes No

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

Submitted by: GLYNN YOUNG'S LANDSCAPING
Firm Name

150 MILL ST

Address

NICHOLASVILLE, KY 40356

City, State & Zip

Bid must be signed: Marty Maddux
(original signature) **Signature of Authorized Company Representative – Title**

MARTY MADDOUX
Representative's Name (Typed or printed)

(859) 881-8111 (859) 885-1891

Area Code - Phone - Extension Fax #

GYLANDSCAPING@WINDSTREAM.NET
E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Glynn Young's Landscaping, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Marty Maddux and he/she is the individual submitting the bid or is the authorized representative of Glynn Young's Landscaping, 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. Marty Maddux 2-15-16

STATE OF Kentucky
COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Marty Maddux on this the 15th day
of February, 2016.

My Commission expires: February 12, 2017

Catherine L. Maddux
NOTARY PUBLIC, STATE AT LARGE

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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#22-2016**

Date: February 10, 2016

Subject: **Tree Installation**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Replace the Bid Pricing sheet with the attached.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Glynn Young's Landscaping

ADDRESS: 150 Mill St Nicholasville Ky 40356

SIGNATURE OF BIDDER: Maif Maddux

BID PRICING (rev. February 10, 2016)

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

Autumn Brilliance Serviceberry B&B 1" caliper

Cost EACH for total quantity of 1-5 this tree	<u>225</u>
Cost EACH for total quantity of 6-10 this tree	<u>225</u>
Cost EACH for total quantity of 11-15 this tree	<u>210</u>
Cost EACH for total quantity of 16-20 this tree	<u>210</u>

American Sycamore B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree	<u>270</u>
Cost EACH for total quantity of 6-10 this tree	<u>270</u>
Cost EACH for total quantity of 11-15 this tree	<u>265</u>
Cost EACH for total quantity of 16-20 this tree	<u>265</u>

Black Gum B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree	<u>375</u>
Cost EACH for total quantity of 6-10 this tree	<u>375</u>
Cost EACH for total quantity of 11-15 this tree	<u>365</u>
Cost EACH for total quantity of 16-20 this tree	<u>365</u>

Burr Oak B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree	<u>315</u>
Cost EACH for total quantity of 6-10 this tree	<u>315</u>
Cost EACH for total quantity of 11-15 this tree	<u>300</u>
Cost EACH for total quantity of 16-20 this tree	<u>300</u>

Eastern Redbud B&B 1.5" caliper

Variety

	<u>Forest Pansy</u>	<u>Hearts of Gold</u>
Cost EACH for total quantity of 1-5 this tree	<u>230</u>	<u>245</u>
Cost EACH for total quantity of 6-10 this tree	<u>230</u>	<u>245</u>
Cost EACH for total quantity of 11-15 this tree	<u>225</u>	<u>235</u>
Cost EACH for total quantity of 16-20 this tree	<u>225</u>	<u>235</u>

(cont.)

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

Alba

Tennessee Pink

245
245
235
235

240
240
235
235

Kentucky Coffee Tree 2" caliper

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

325
325
315
315

Variety

Espresso

Stately Manor

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

N/A
N/A

N/A
N/A

Overcup Oak 2" caliper

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

315
315
300
300

Shumard Oak B&B 2" caliper

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

315
315
300
300

Swamp White Oak 2" caliper

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

315
315
300
300

Sugar Maple B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree 310
Cost EACH for total quantity of 6-10 this tree 310
Cost EACH for total quantity of 11-15 this tree 300
Cost EACH for total quantity of 16-20 this tree 300

Tulip Poplar B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree 280
Cost EACH for total quantity of 6-10 this tree 280
Cost EACH for total quantity of 11-15 this tree 265
Cost EACH for total quantity of 16-20 this tree 265

Yellowwood B&B 2" caliper

Cost EACH for total quantity of 1-5 this tree 330
Cost EACH for total quantity of 6-10 this tree 330
Cost EACH for total quantity of 11-15 this tree 320
Cost EACH for total quantity of 16-20 this tree 320

Cost per tree per visit for watering as per specs \$10⁰⁰

LIST OF UNIT COSTS

Mark-up percentage(%) for other tree species
not listed VARIES / SIZE + VARIETY

Cost per tree for installation as per specs VARIES / SIZE

WORKFORCE ANALYSIS FORM

Name of Organization: GLYNN YOUNG'S LANDSCAPING

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	4	3	1														
Superintendents																	
Supervisors	3	3															
Foremen																	
Technicians	4	2		2													
Protective Service																	
Para-Professionals																	
Office/Clerical	3	2	1														
Skilled Craft	4	2		2													
Service/Maintenance																	
Total:																	

Prepared by: MARTY MAJORS PRES. Date: 2, 8, 16
 (Name and Title)

Revised 2016-Dec-15

EQUAL OPPORTUNITY AGREEMENT

The Law


- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

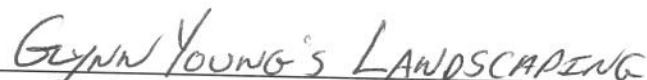
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature



Name of Business

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

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


Signature

2-8-16
Date