

**INVITATION TO BID**

Bid Invitation Number: 77-2014

Date of Issue: 04/15/2014

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 **04/29/2014**. 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 have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

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

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


<b>Commodity/Service</b>
<b>Litter Removal in Streams and Drainageways</b>
See specifications

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

Submitted by: EKB Services LLC  
Firm  
115 MacArthur Ct.  
Address  
Nich ky 40396  
City, State & Zip

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


      OWN -  
**Signature of Authorized Company Representative – Title**  
Brian K. Monroe  
Representative's Name (Typed or printed)


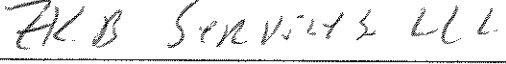
859-221-5183      859-865-4214  
Area Code - Phone - Extension      Fax #

BAL617@aol.com  
E-Mail Address

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

**AFFIDAVIT**

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

1. His/her name is  Brian Monroe and he/she is the individual submitting the bid or is the authorized representative of 

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.

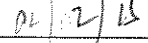
Further, Affiant sayeth naught.

STATE OF 

COUNTY OF 

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

by  on this the 25 day of April, 2014.

My Commission expires: 

  
NOTARY PUBLIC, STATE AT LARGE

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

# **I. GREEN PROCUREMENT**

## **A. ENERGY**

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

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

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

### Key Benefits

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

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

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

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

## **C. GREEN COMMUNITY**

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

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

Yes  \_\_\_\_\_ No  \_\_\_\_\_

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.*

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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.

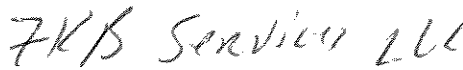
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

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

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



\_\_\_\_\_  
Date

**SECTION 2**  
**Bid Schedule**

The LFUCG is requesting bids for the purpose of establishing a **Unit Price Contract for Litter Removal in Streams and Drainageways** for the Division of Environmental Policy as per the attached Contract Documents for the period set forth within these Contract Documents and at the unit prices stated in the Proposal. Unit prices shall include all items and directions as stated in the Specifications.

The Bidder agrees to perform all the work described in the Contract Documents which shall include the furnishing of all labor, materials, supplies, services, all items of cost, overhead, taxes (federal, state, local), insurance, and profit for the contractor. Incidental items to the work are not listed.

Bidder must enter pricing in all line items below to be considered. **Bid will be awarded to one (1) bidder ONLY.** Terms of this Contract shall be for one (1) year from Urban County Council approval with the option to renew for up to one (1) additional year.

Bids shall be based on the quantities as listed in the column "Estimated Quantity". Contractor payment shall be based on documented actual quantities and the unit prices in the bid proposal. The LFUCG does not guarantee amount of work to be performed under this contract and the quantities listed below are only estimates.

The Contract shall be awarded to the lowest total bid (Items 1 & 2).

Item	Service	Unit Bid	Estimated Quantity	Unit Price	Total Amount Bid
1	Laborer	MAN HOUR	5,100	\$ 16.50 PER MAN HOUR	\$84,150.00
2	Litter/Debris Removal, Hauling, and Dumping	TON	150	\$ 20.00 PER TON	\$3,000.00
Total Amount Bid (Sum of Items 1 & 2)					\$87,150.00

**RIGHT OF ENTRY  
LFUCG LITTER CONTROL PROGRAM**

**SITE ADDRESS:** \_\_\_\_\_

I/WE, \_\_\_\_\_, the undersigned owner(s) of that certain property located at the address listed above do hereby give, grant and/or convey unto the Lexington-Fayette Urban County Government (LFUCG) or its designated agent the right to enter upon or across said property for \_\_\_\_\_ calendar days from the date of signature for the purpose of:

- Removal of litter or debris in drainageway
- Cleaning of litter or debris at pipe inlet/outlet
- Removal of litter or debris at mouth of sinkhole
- Other: \_\_\_\_\_

in the following general locations located on the property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By executing this Right of Entry, the undersigned hereby specifically understands and agree(s) that LFUCG is not liable for any damages that may occur to fences, driveways, buildings, or any other structures or property resulting from the described work or for making any repairs necessitated by any damages that may occur from the described work. It is further agreed that this Right of Entry shall waive claim of trespass on said property for the work described above.

IN WITNESS WHEREOF, I/WE have set our hands this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Signature of Property Owner)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Phone Number of Property Owner)

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
(Address of Witness)