

**INVITATION TO BID**

Bid Invitation Number: #72-2012

Date of Issue: 05/21/2012

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 **06/04/2012**. 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, Rm 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 LFUCG Locations, Lexington, KY

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

<b>Commodity/Service</b>
<b>Uniform Rental</b>
See specifications

<p 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 align="center"><b><u>Proposed Delivery:</u></b></p> <p><u>45</u> days after acceptance of bid.</p>
<p><b><u>Procurement Card Usage</u></b></p> <p><input checked="" 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: G + K SERVICES

Firm

5826 King post Court

Address

Lexington, Ky 40509

City, State & Zip

**Bid must be signed:**  
**(original signature)** Derrick Swanner Branch Manager

Signature of Authorized Company Representative - Title

DERRICK SWANNER

Representative's Name (Typed or printed)

859-227-2749      859-263-3448

Area Code - Phone - Extension      Fax #

derrick.swanner@gksservices.com

E-Mail Address

**AFFIDAVIT**

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

1. His/her name is DERRICK SWANNER and he/she is the individual submitting the bid or is the authorized representative of G+K SERVICES,

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.

Derrick Swanner

STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Derrick Swanner on this the 4 day of June, 2012.

My Commission expires: \_\_\_\_\_

TERESA GREEN-DELVIZIS  
Notary Public  
State at Large  
Kentucky  
My Commission Expires Sept. 16, 2015

TERESA GREEN-DELVIZIS  
Notary Public  
State at Large  
Kentucky  
My Commission Expires Sept. 16, 2015

Teresa Green-Delvizis  
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.Greenseal.org](http://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 #72-2012 Uniform Rental"**

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 years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional ~~(4)~~ 1-year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
  - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. Procurement Level Contract
  - (XXX) 4. Prices quoted in response to the Invitation shall be firm for the first (2) two years of the Procurement Contract. Upon contract renewal, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year, upon contract renewal. 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.
- 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. 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.
- G. 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.*

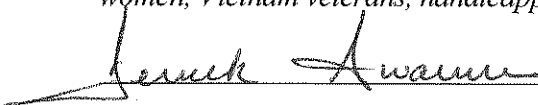
\*\*\*\*\*

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

*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

**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.

**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**

**For all sets of uniforms:**

- A. **Colors – For Basic Uniform sets, Electrician sets, and Maintenance Welding sets: Trousers shall be navy and shirts shall be light blue, for all divisions.**  
  
For others (Lab Coats, Police Tech sets, and Coveralls): to be approved as to color by user divisions.
- B. Successful bidder will take individual measurements for each employee and guarantee a proper fit.
- C. Labels - Uniforms provided to each employee shall be labeled with the employee's name.
- D. Shirts – Both long sleeve and shirt sleeve shirts shall be provided at new uniform issue events.
- E. Quantities - Each employee is to be issued eleven (11) uniform sets, 11 pants, 11 long sleeve shirts, and 11 short sleeve shirts. Six (6) uniforms are to be in the employee's possession at all times, except for Coveralls, Fire Rated and Bib, for which each employee is to be issued two (2) coveralls or bib coveralls per week.
- F. Cleaning Service – On average, five (5) uniforms are to be picked up from each employee per week and laundered, depending schedules of individual employees. The user divisions will designate pick-up locations. Uniforms are to be repaired as needed (buttons replaced, zipper repaired, sewing etc.). **The Urban County Government shall not be charged for the uniforms delivered which are not in good condition.** Vendor shall return same garments as picked up from each location and shall not make substitutions unless approved by the Lexington-Fayette Urban County Government. *Please provide documentation of green cleaning processes used.*
- G. Each employee uniform will be hung individually on hangers and bagged separately. Uniforms should be clean, neat, wrinkle free, and have an overall good appearance. Uniforms that are not clean, neat, wrinkle free, or do not have a good appearance as specified will be rejected and deductions will be taken from invoice for unusable items.
- H. Each employee uniform will be individually tagged with account number, route number, and any identifying number assigned by the successful vendor.
- I. Successful bidder will supply inventory count sheet of uniforms picked up and delivered each week before departure from premises.

**I. Basic Uniform set per week and replacements:**

- A. Material – Shirts: to be work-type, permanent press, machine washable; 65% polyester/35% cotton poplin. Soil-release finish, button front, convertible collar with stays, button-through chest pockets, pencil stall in left chest pocket. Pants: 65% polyester/35% cotton twill. Plain front, front and back pockets, reinforced stress points that stand up to frequent washings, button front closure.
- B. Pricing - Bid price (per employee per week) shall be based upon approximately two hundred (200) employees.

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.

00335743

# Lexington-Fayette Urban County Government

## Uniform Rental

---

The Lexington-Fayette Urban County Government is now accepting bids in order to establish a price contract for Uniform Rental for various LFUCG Divisions as per the following:

### **Vendor's Responsibilities - The successful bidder shall be responsible for:**

1. **Supplying new, previously unused uniforms to all user divisions at the beginning of the contract, and upon the renewal dates following the initial two-year contract** (see pricing sheet—LFUCG reserves the right to select at time of contract award either yearly or every other year replacement of uniforms upon contract renewal based on budgetary concerns and the best interests of LFUCG). The new uniforms provided and replaced upon renewal shall be top grade uniforms only. No previously worn uniforms shall be accepted, and instances of worn uniforms being provided instead of new garments shall be basis for cancellation of the contract.
2. Meeting with the LFUCG Division of Purchasing and representatives from the Divisions named below before award of contract, to clarify vendor responsibilities and expectations of service and billing.
3. Securing a list of user divisions from Central Purchasing. *(see list below)*
4. Securing a list of employees and sizes from user divisions.
5. Adding service for new employees promptly upon notification (within three weeks) by user divisions.
6. Deleting service for terminated employees promptly upon notification by user division.
7. Coordinating beginning of service with end of service by former contractor to prevent any lapse in service to the Urban County Government.
8. Upon award of contract, bidder shall establish a clear and separate account for each LFUCG Division for accounting purposes, and shall not bill all of LFUCG under one single account number.

### **Notes to bidders:**

1. The Lexington-Fayette Urban County Government reserves the right to request the refitting of garments that are deemed not suitable (employee weight gain or loss, excessive wear and tear). All replacements shall be of similar age and condition.
2. To assist the bidder, the quantities below are estimated quantities. LFUCG in no way guarantees these quantities and reserves the right to vary quantities and add and remove quantities and locations as needed.
3. For bidding questions, contact Theresa Maynard, Division of Central Purchasing, 859-258-3320, or at [theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov).

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 OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by LFUCG. 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. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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

## II. Electrician set per week and replacements:

- A. Material - To be work-type, permanent press, machine washable; shirts to be 100% cotton twill, pants to be 100% pre-shrunk cotton. Treated with fire retardation chemicals required by OSHA for an "FR" rating for flash arc protection.

Button-front work shirt. Two-piece, lined convertible collar. Two chest pockets with button closure, pencil stall in left pocket. One-piece lined cuffs with button closures. Sleeve vents. Shirt sewn with NOMEX® fiber thread. ATPV 8.7 HRC 2.

Pant, Plain front, full cut with interlined waistband and button closure. Two slack-style front pockets, two set-in hip pockets, left pocket with button closure. Heavy-duty NOMEX® taped brass zipper. Pants sewn with NOMEX® fiber thread. ATPV 12.4 HRC 2.

Relaxed-fit jean, Loose cut for ease of movement. Two front pockets with right coin pocket. Back yoke and two large back patch pockets. Brass zipper with semi-automatic slide and NOMEX® zipper tape. Finished waistband with belt loops. Front button closure lined with INDURA® fabric. Triple-stitched inside and seat seams. Sewn with NOMEX® fiber thread. ATPV 19.5 HRC 2.

- B. Pricing - Bid price (per employee per week) shall be based upon approximately ten (10) employees.

## III. Maintenance Welding set per week and replacements:

- A. Material - To be work type, permanent press, machine washable; shirts to be 100% cotton twill, soil-release finish, button front, convertible collar with stays, button-through chest pockets, pencil stall in left chest pocket. Pants to be 100% pre-shrunk cotton. Plain front, front and back pockets, reinforced stress points that stand up to frequent washings, button front closure.

- B. Pricing - Bid price (per employee per week) shall be based upon thirty (30) employees.

## IV. Lab Coats:

- A. Material - 80% polyester/20% combed cotton poplin. Button front, lined collar, left chest pocket with pencil stall, two lower pockets, side vent openings. White.

- B. Pricing - Bid price (per employee per week) shall be based upon six (6) employees.

## V. Police Tech Uniforms:

- A. Performance Knit Polos  
Two-Tone Polo; 100% spun polyester. Soil-release finish, three button placket with wood-tone buttons, contrasting collar, inner placket and cuffs, even hem bottom.



- B. Cargo Short  
65% polyester/35% cotton. Relaxed fit, enhanced durability, permanent press postcured finish, metal tack button waist closure, crotch gusset, 11" inseam, reinforced front pockets, two roomy cargo pockets with hidden zipper closure, extra multi-use pocket on outside left cargo pocket and inside right cargo pocket
- C. Cargo Pant  
65% polyester/35% cotton. Flat front, relaxed fit, enhanced durability, permanent press postcured finish, metal tack button waist closure, crotch gusset, two roomy cargo pockets with hidden zipper closure, reinforced front pockets, extra multi-use pocket on outside left cargo pocket and inside right cargo pocket.
- D. Quantities--Each employee is to be issued eleven (11) uniforms. Six (6) uniforms are to be in the employee's possession at all times. Wearer receives 11 short-sleeve polos, 11 pants and seasonal 6 shorts.
- E. Pricing—Bid price (per employee per week) shall be based on four (4) employees.

## VI. Fire Rated Coveralls

- A. 6.4 oz Fire Rated Coverall. Deep-pleated action-back and side openings with snap closure. Two-way safety collar, Mandarin style. Two-way hidden NOMEX® taped brass breakaway zipper. Concealed snap at top of zipper and at neck, concealed snap closure on cuff. Two front pockets, two chest pockets with flaps and concealed snap closure, pencil stall in left pocket. Two hip pockets, left sleeve tool pocket, and rule pocket. Elastic waist inserts for comfort. Coverall sewn with NOMEX® fiber thread. Some additional sizes also available. ATPV 8.1 HRC 2. Navy.
- B. Pricing – Bid price (per employee per week) shall be based upon two (2) coveralls per week, for approximately twenty-five (25) employees.

## VII. Bib Coveralls

- A. 7 oz Shell/10 oz Insulation. Center front two-way brass locking zipper with concealed snap closure. Two large chest pockets with pencil slot in left pocket. Two set-in front pockets. Two large back patch pockets and reinforced tool pocket on right leg. Adjustable buckles on straps with elastic on back encased in flame resistant fabric. Back elastic waistband for enhanced fit. Contrasting black stripe. Coverall sewn with NOMEX® fiber thread. US & Canada Colors: Navy/Black
- B. Pricing – Bid price (per employee per week) shall be based upon two (2) coveralls per week, for approximately twenty-five (25) employees.

## VIII. Shop Towels

- A. 18" x 18", bagged in quantities of 25
- B. Pricing – Bid price shall be based upon approximately seven hundred (700) bags per year.

---

## **Divisional Contacts for Uniform Rentals:**

### *Division of Facilities and Fleet Management:*

Wanda Kean, Fleet Services ..... 258-3914  
Dave Toombs, Fleet Services ..... 258-3916

### *Division of Police:*

Tracey Johnson, Technical Services Unit ..... 258-3531

### *Division of Water Quality:*

Mark Stager, Town Branch Treatment Center..... 425-2413  
Theron Stephens, Pump Station Maintenance ..... 425-2430  
Linda Douglas, West Hickman Treatment Plant..... 272-1713  
James Worten, West Hickman Treatment Plant..... 272-1713  
Pat Smith, Sewer Line Maintenance ..... 425-2436  
Frank Mabson, Division of Water Quality ..... 425-2400

**PRICING:**

Description	Unit Price	Unit Price
	Replacement with new garments every 2 years after initial 2-year term	Replacement with new garments every year after initial 2-year term
1. Rental for Basic set per employee per week <i>(approx. 200 employees)</i>	\$ 8.79	\$ 19.05
2. Replacement of Basic shirt (new)	\$ 11.30	\$ 11.30
3. Replacement of Basic pants (new)	\$ 15.50	\$ 15.50
4. Rental of set per Electrician employee per week <i>(approx. 10 employees)</i>	\$ 24.25	\$ 24.25
5. Replacement of Electrician shirt (new)	\$ 69.25	\$ 69.25
6. Replacement of Electrician pants (new)	\$ 74.25	\$ 74.25
7. Rental for Maintenance Welding set per employee per week <i>(approx. 30 employees)</i>	\$ 9.40	\$ 20.35
8. Replacement of Maintenance Welding shirt (new)	\$ 19.50	\$ 19.50
9. Replacement of Maintenance Welding pants (new)	\$ 23.25	\$ 23.25
10. Rental for Lab Coats set per employee per week <i>(approx. 5 employees)</i>	\$ 3.59	\$ 7.78
11. Replacement of Lab Coat (new)	\$ 16.50	\$ 16.50
12. Police Tech Performance Knit Polo <i>(approx. 4 employees)</i>	\$ 5.34	\$ 11.55
13. Police Tech Cargo Pant <i>(approx. 4 employees)</i>	\$ 5.54	\$ 11.99
14. Police Tech Cargo Shorts <i>(approx. 4 employees)</i>	\$ 5.18	\$ 11.22
15. Replacement of Police Tech Performance Knit Polo (new)	\$ 21.50	\$ 21.50
16. Replacement of Police Tech Cargo Pant (new)	\$ 21.80	\$ 21.80
17. Replacement of Police Tech Cargo Shorts (new)	\$ 20.40	\$ 20.40
18. Rental of Fire Rated Coveralls	\$ 5.73 Repl 124.25	\$ 12.40 Repl 124.25
19. Rental of Bib Coveralls	\$ 10.52 Repl 221.85	\$ 22.75 Repl 221.85
20. Rental of Shop Towels; 18" x 18", bagged in quantities of 25 <i>(approx. 700 bags per year)</i>	\$ .05 / Repl 1.25	\$ .05 / Repl 1.25