



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 8, 2016

INVITATION TO BID #23-2016 Outdoor Playground Equipment February 22, 2016

Bid Opening Date: February 22, 2016

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

Bid Opening Time: 2:00 PM

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Address: N/A

Pre Bid Time: 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 **2/22/2016**. 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 Lexington locations

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

Bid Specifications Met <input checked="" type="checkbox"/> Check One: <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 checked="" type="checkbox"/> Yes ___ No	

Submitted by: Recreation InSites
Firm Name

4025 Old Farm Dr.
Address

Crestwood, KY 40614
City, State & Zip

Bid must be signed:
(original signature)

Randee Norris
Signature of Authorized Company Representative - Title

Randee Norris
Representative's Name (Typed or printed)

502-611-3099 317-845-7502
Area Code - Phone - Extension Fax #

randeen@recreationinsites.com
E-Mail Address

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



Exceptions to Bid Specifications-----

**Under Section II, Playground Installation Bid, we did not provide bid numbers for:
4, 5, 6, 9, 10, 11, 12, 13, 14, 16-20**

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

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.

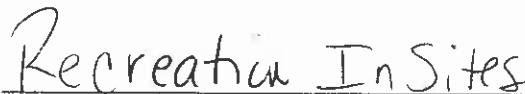
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

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



Date

NOTES TO BIDDERS

1.0 When submitting bids, please remember that companies you distribute for must be listed below. Do not submit a separate bid for each company represented.

2.0

Manufacturers That You Represent
KOMPAN
Fibar

3.0 If a bid is submitted under the sales representative's name or a company name that represents a manufacturer, if the company goes out of business or the sales representative no longer represents the manufacturer, the Lexington-Fayette Urban County Government will not be able to purchase directly from the manufacturer.

4.0 Manufacturers may bid direct. If so, they should provide a list of authorized distributors. This would provide means of which LFUCG could purchase equipment when sales representatives or companies change.

For questions pertaining to specifications, contact Conni Hayes, Buyer, Division of Central Purchasing at 859-258-3320 or chayes@lexingtonky.gov.

Manufacturer	Cost Breakdown	Percentage of Discount
1. KOMPAN playground	\$0 - \$5,000	15 % discount
equipment	\$5,000 - \$10,000	15 % discount
	Above \$10,000	15 % discount
2. Fibar - Paured in	\$0 - \$5,000	15 % discount
Place Surfacing	\$5,000 - \$10,000	15 % discount
	Above \$10,000	15 % discount
3.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
4.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
5.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
6.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
7.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
8.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
9.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
10.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
11.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
12.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount

- 5.2 Bidder shall show current freight rates. If a contract is awarded, bidder agrees to promptly inform the Lexington-Fayette Urban County Government when any change is made in freight rates. Current freight rates to Lexington, Kentucky are \$ 160.00/cwt. The Lexington-Fayette Urban County Government reserves the right to select an alternate freight company other than the one offered by the vendor if it is in the best interest of the Lexington-Fayette Urban County Government.
- 5.3 The Urban County Government shall award a sufficient number of Price Contracts, based on these specifications, to assure that a sufficient variety of equipment is available, at fair prices, to meet requirements of park design and citizen participation in equipment selection.
- 5.4 Award of a Price Contract does not constitute a promise on the part of the Urban County Government to purchase any equipment. Any equipment that may be purchased by the Urban County Government shall be purchased at the Price Contract Price.
- 5.5 Contract prices may change only when a newly published price sheet supersedes an existing price sheet. The percentage discount shall remain constant for the term of the Price Contract. Contractor shall inform the Urban County Government, in writing, of any published revision to Price Sheets thirty (30) days prior to the effective date of such revision.
- 5.6 Bidder agrees to sell to the Urban County Government, in accordance with terms and conditions herein, any equipment that may be required at a discount of:
- | | | | |
|----|--------------------------------|-----------|-----------------------------|
| a. | \$0 - \$5,000 | <u>15</u> | % (insert percentage) |
| b. | \$5,000 - \$10,000 | <u>15</u> | % (insert percentage) |
| c. | Above \$10,000 | <u>15</u> | % (insert percentage) |
| | from the price shown in column | # | <u><</u> (insert number) |
| | of the attached price sheet. | | |

This section applies to any manufacturer that the bidder may represent. The cost breakdown shall remain the same when determining the percentage discount. If the bidder offers the same discount regardless of the manufacturer, prices should be shown above. If there are multiple discounts based on different manufacturers, bidder shall use the table provided (page 6).

- 5.7 All equipment ordered shall be delivered within 14-80 days from receipt of order.
- 5.8 Bidders shall bid a percentage discount from prices shown in current catalog. If, during the term of the contract, the catalog bid is suspended by a new catalog, the percentage discount shall apply to the new catalog.

Section II

Playground Installation Bid

1. Demolition with heavy equipment of existing playground: \$ 120.00 per man hour
2. Demolition without heavy equipment of existing playground: \$ 45.00 per man hour
3. Installation of your play equipment as per manufacturer's specs: 35 % of cost of equipment (not including edging or safety surface). The Contractor shall include in price and be responsible for picking up the equipment from Owner's storage area at Masterson Station Park, 3051 Leestown Rd., Lexington, KY 40511 and providing safe and proper storage during installation. Contractor shall use temporary plastic fencing; employ security, or other means to protect work until final inspection and acceptance by Owner. If proper precautions are not taken, Contractor will be responsible for re-installing equipment properly at their cost. Contractor is also responsible for insuring that play does not occur on equipment until final acceptance by Owner. Owner guarantees inspection within 2 business days of notice of completion. Contractor is responsible for any lost, stolen or damaged equipment during installation
4. Edging: 6" x 6" pressure treated timbers, stacked 2 high (12") with 24" #5 rebar into ground @ 4' o.c.: \$ N/A per LF
5. Edging: 6" x 12" concrete header curb (set at elevation so that top of curb is flush with outside grade once backfilled and inside play area flush with top of wood chip safety surface) with 12 inch deep, integral-pour piers every 2-3 ft. – broom finish. \$ N/A per LF
6. Edging: 6" x 12" concrete header curb (set at elevation so that top of curb is flush with outside grade once backfilled and inside play area flush with top of wood chip safety surface) with 12 inch deep, integral-pour piers every 2-3 ft. – stamped finish (top only). \$ N/A per LF
7. Spreading mulch safety surface evenly under equipment and throughout play area (mulch provided on-site by LFUCG): \$ 12.00 per cu. yd.
8. Grading/site leveling: \$ 4.50 per cu. yd. of earth (balanced cut/fill)
9. Geotextile Fabric (provide and install): \$ N/A per sq. yd.
10. 3/4" Schedule 80 PVC conduit (provide and install under concrete): \$ N/A per LF
11. 6" black corrugated drainage pipe in sock (provide and install): \$ N/A per LF
12. Dirt hauling: (30 minute max. haul) \$ N/A per cu. yd.
13. Sidewalk 4" broom finish (4000 psi) concrete over 6" DGA: \$ N/A per sq. yd.
14. Sidewalk 4" broom finish (4000 psi) concrete over 6" DGA with manufacturer's standard color admixture: \$ N/A per sq. yd.
15. Poured in place rubber surface (see attached specification) over ^{4"} machine compacted dense grade aggregate \$ _____ per sq. ft.

\$14,67 - 21.90 → see attached page

- 16. Poured in place rubber surface (see attached specification) over 3" asphalt and 6" compacted DGA: \$ _____ per sq. ft.
- 17. Poured in place rubber surface (see attached specification) over 4" concrete and 6" compacted DGA: \$ _____ per sq. ft.
- 18. Pre-cast, modular block retaining wall or equal (price to include manufacturers recommended base/footers for up to max. height of 48" and matching top row capstone glued in place.)
\$ N/A per sq. ft. of wall face
- 19. Silt Fence: Provided, installed (as per figure 11-21, LFUCG Stormwater Manual, attached at end of specifications) and maintained for duration of project and removed after new turf is at 90% coverage: \$ N/A per sq. ft.
- 20. Seeding/Straw: (as per attached specification, see Section III, page 11) \$ N/A per sq. ft.

AFFIDAVIT

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

1. His/her name is Randee Norris and he/she is the individual submitting the bid or is the authorized representative of Recreation In Sites 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 Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Randee Norris on this the 22 day of February, 2016.

My Commission expires: 12-15-2018

Michelle Rene Thompson
NOTARY PUBLIC, STATE AT LARGE

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