

INVITATION TO BID

Bid Invitation Number: #40-2012

Date of Issue: 03/19/2012

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 **04/02/2012**. 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, Lexington, KY

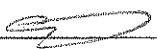
Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Planters, Plant Materials, Installation and Maintenance
See specifications

<p align="center"><u>Check One:</u></p> <p><input 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"><u>Proposed Delivery:</u></p> <p>_____ days after acceptance of bid.</p>
<p align="center"><u>Procurement Card Usage</u></p> <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: ET Landscape
 Firm
2100 crossfield Dr.
 Address
Elizabethtown Ky 42701
 City, State & Zip

Bid must be signed:
(original signature)

 President
 Signature of Authorized Company Representative – Title
Eric Williams
 Representative's Name (Typed or printed)
(502) 643-3855 (502) 904-0239
 Area Code - Phone - Extension Fax #
ETlandscape @insigltbb.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, ET Landscape, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Eric Watson and he/she is the individual submitting the bid or is the authorized representative of ET Landscape

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.

[Signature]

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Eric Watson on this the 2nd day of April, 2012.

My Commission expires: December 1, 2015

Amarda Dora 455525
NOTARY PUBLIC, STATE AT LARGE

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

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

ET Landscape

Name of Business

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.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

**Main Street Streetscape
Planters and Planting
Bid Sheet**

Initial Setup 05/10/2012

Size	Planting Design	Quantity	Unit Cost	Total
36" Bowl	A	12 @	<u>834.66</u> each =	<u>10,015.92</u>
	B	17 @	<u>835.50</u> each =	<u>14,203.50</u>
	C	17 @	<u>812.11</u> each =	<u>13,805.87</u>
48" Bowl	A	12 @	<u>1210.56</u> each =	<u>14,526.72</u>
	B	12 @	<u>1242.36</u> each =	<u>14,908.32</u>
	C	11 @	<u>1227.64</u> each =	<u>13,504.04</u>
60" Bowl	A	1 @	<u>2,741.86</u> each =	<u>2,741.86</u>
TOTAL				<u>83,707.63</u>

Fall Changeout 10/15/2012

36" Bowl	A	12 @	<u>61.25</u> each =	<u>735.00</u>
	B	17 @	<u>54.44</u> each =	<u>925.48</u>
	C	17 @	<u>54.44</u> each =	<u>925.48</u>
48" Bowl	A	12 @	<u>96.79</u> each =	<u>1,161.48</u>
	B	12 @	<u>96.79</u> each =	<u>1,161.48</u>
	C	11 @	<u>83.93</u> each =	<u>923.23</u>
60" Bowl	A	1 @	<u>360.04</u> each =	<u>360.04</u>
TOTAL				<u>6,192.19</u>

Spring Changeout 04/01/2013

36" Bowl	A	12 @	<u>64.65</u> each =	<u>775.80</u>
	B	17 @	<u>62.30</u> each =	<u>1,059.10</u>
	C	17 @	<u>62.30</u> each =	<u>1,059.10</u>
48" Bowl	A	12 @	<u>105.76</u> each =	<u>1,269.12</u>
	B	12 @	<u>105.76</u> each =	<u>1,269.12</u>
	C	11 @	<u>105.76</u> each =	<u>1,163.36</u>
60" Bowl	A	1 @	<u>344.96</u> each =	<u>344.96</u>
TOTAL				<u>6,850.00</u>

- 97.90

Summer Changeout 05/10/13

36" Bowl	A	12 @	<u>137.95</u>	each =	<u>1,657.40</u>
	B	17 @	<u>144.11</u>	each =	<u>2,449.87</u>
	C	17 @	<u>113.19</u>	each =	<u>1,924.23</u>
48" Bowl	A	12 @	<u>177.39</u>	each =	<u>2,128.68</u>
	B	12 @	<u>213.51</u>	each =	<u>2,562.12</u>
	C	11 @	<u>193.46</u>	each =	<u>2,128.06</u>
60" Bowl	A	1 @	<u>618.29</u>	each =	<u>618.29</u>
TOTAL					<u>13,461.25</u>

Maintenance per growing season

Size	Quantity	Unit Cost	Total
36" Bowl	46 @	<u>160.05</u>	each = <u>7,362.30</u>
48" Bowl	35 @	<u>168.28</u>	each = <u>5,893.80</u>
60" Bowl	1 @	<u>490.92</u>	each = <u>490.92</u>
24" Hanging	75 @	<u>163.61</u>	each = <u>12,270.75</u>
TOTAL			<u>26,013.67</u>

BID SUMMARY

\ Total Initial Setup 05/10/2012	<u>43,767.63</u>
\ Total Fall Changeout 10/15/2012	<u>6,192.19</u>
\ Total Spring Changeout 04/01/2013	<u>6,450.00</u>
\ Total Summer Changeout 05/10/13	<u>13,461.25</u>
Total Maintenance	<u>26,013.67</u>
BID TOTAL	<u>136,287.74</u>

**Tri-State Minority Supplier
Development Council**

TRI-STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL
NEW YORK / SOUTH CAROLINA / WEST VIRGINIA

ET Landscape Construction

Has met the requirements for certification as a Minority Business Enterprise as defined by the National Minority Supplier Development Council (NMSDC) and is certified by the Tri-State Minority Supplier Development Council.

561730

(s):

System (NAICS)

System (NAICS)

(s):

11/15/2010

Issued Date

11/15/2011

Expiration Date

1270

Certificate Number

Ty Getty, President, TSMSDC

view the original certificate by

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by



NMSDC®

An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cambridge Insurance 2300 Regency Rd Lexington, KY 40503 Karen Gowans	859-252-0381 859-252-2153	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: ETLAN-1														
INSURED ET Landscape Contracting Eric Watson 1130 Okalona Terrace Louisville, KY 40219		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Atlantic Casualty Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Argonaut-Midwest Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C: Kentucky Employers Mutual Insu</td> <td style="text-align: center;">10324</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atlantic Casualty Insurance Co		INSURER B: Argonaut-Midwest Insurance Co		INSURER C: Kentucky Employers Mutual Insu	10324	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			L099011468	06/09/11	06/09/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8047520	06/09/11	06/09/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	375302	05/20/11	05/20/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

CERTIFICATE HOLDER

UNITE22

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Karen Gowans