

**INVITATION TO BID**

Bid Invitation Number: **82-2013**

Date of Issue: **06/27/2013**

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 **07/11/2013**. 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 locations

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).*

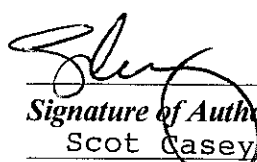
Quantity	Commodity/Service
<b>Price Contract</b>	<b>Roof Repairs and Maintenance</b>

<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 style="text-align: center;">10 days after acceptance of bid.</p>
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<b><u>Procurement Card Usage</u></b>	
<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?
<input checked="" type="checkbox"/> No	

Submitted by: Pearce-Blackburn Roofing  
*Firm*  
309 Blue Sky Parkway  
*Address*  
Lexington, KY 40509  
*City, State & Zip*

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

 VICE PRESIDENT  
*Signature of Authorized Company Representative – Title*  
Scot Casey  
*Representative's Name (Typed or printed)*  
(859) 263-5137      (859) 263-5139  
*Area Code - Phone – Extension*      *Fax #*  
scasey263@windstream.net  
*E-Mail Address*

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

**AFFIDAVIT**

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

1. His/her name is Greg Blackburn and he/she is the individual submitting the bid or is the authorized representative of Pearce-Blackburn Roofing,

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

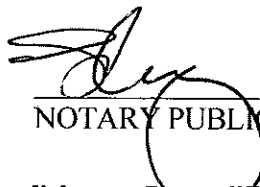
COUNTY OF Fayette

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

by Greg Blackburn on this the 11th day

of July, 2013.

My Commission expires: 9/21/14

  
\_\_\_\_\_

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

## 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 #82-2013 Roof Repairs and Maintenance”**

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 /cashier's check or Bid Bond in the amount of N/A 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 / cashier's 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 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 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**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After the first 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
  
- 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.



## 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

7/11/2013  
\_\_\_\_\_  
Date

## EQUAL OPPORTUNITY AGREEMENT

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### 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.*

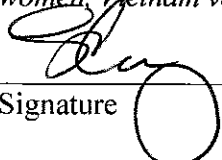
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed 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 

PEACE BLACKBURN ROOFING  
Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: PEARCE BACKBORD ROOFING Date: 7/11/2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators			1								
Professionals		4									
Superintendents		1									
Supervisors											
Foremen		4		1							
Technicians		14		3							
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance		4									
<b>Total:</b>											

Prepared by: SCOT CASEY, VICE PRESIDENT  
Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT  
PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is



certified as being at least 51% owned and operated by one or more Non-Minority Females.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications

- or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
  - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
  - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
  - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
  - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
  - j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
  - k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
  - l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
  - m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as

**Lexington-Fayette Urban County Government**  
**Request for Bid**  
**#82-2013 Roof Repairs & Maintenance**

The purpose of this bid is to establish a price contract with qualified roofing companies for the repair and maintenance of roofs at various locations throughout the LFUCG. LFUCG reserves the right to award contract to multiple, qualified bidders.

**1.0 SCOPE OF WORK**

- 1.1 Work includes, but is not limited to, providing all labor, consumable materials (and other materials, as required), tools, equipment, test equipment, and services required to perform general roofing repairs for Lexington-Fayette Urban County Government.
- 1.2 Typically, the type of work to be performed is:
  - A. Inspect structures for leaks during rain
  - B. Coat and seal various roofing systems
  - C. Gutter, canons, down spout repairs, scuppers, flashing
  - D. Perform routine and emergency repairs

**2.0 REQUIREMENTS**

- 2.1 Contractor must include a letter with bid certifying at least five (5) years experience in commercial roofing and repairs.
- 2.2 Contractor must demonstrate a thorough understanding of the maintenance and repairs of various types of roofs.
- 2.3 Contractor shall include three references from completed projects, including contact name and phone number with bid.
- 2.4 Contractor must employ necessary staff to complete scope of work.
- 2.5 Upon request from Facility Manager, Contractors will be required to submit estimates, based on submitted pricing.
- 2.6 Contractor shall not subcontract projects.

**3.0 MATERIALS**

- 3.1 Contractor will be required to furnish the material and be reimbursed by LFUCG, in accordance with Contractor's quoted mark-up rate.

- 3.2 LFUCG considers items such as work gloves, safety equipment, hand cleaners, and rags and such items to be consumables and shall not be included as part of the cost of this contract.
- 3.3 Facilities Manager/LFUCG reserves the right to refuse using certain roofing manufactures products.

#### **4.0 LABOR AND SUPERVISION**

The contractor shall enforce strict discipline and good order among Contractor's employees. The Contractor shall exercise the necessary supervision and control on each job and to prevent contractor's employees from violating any rules and regulations. The Contractor shall promptly remove from the work and LFUCG premises any supervisor or employee of the Contractor whose work or conduct is not satisfactory to the maintenance planner.

#### **5.0 NOTIFICATION**

- 5.1 Contractor shall be on-call 24 hours per day, 7 days per week, and 365 days per year for emergency type calls. Contractor shall respond within the following parameter guidelines.
  - A. Return call within one (1) hour of initial contact for emergency calls.
  - B. Onsite response shall be a maximum of twelve (12) hours after initial contact.
  - C. Perform emergency repairs, as necessary.
- 5.2 For non-emergency repairs, upon request from Facility Manager, Contractor shall provide a written cost estimate (lump sum), based on submitted pricing and work schedule, including the starting and completion date for all projects.
- 5.3 Estimates will be required within timeframe determined by Facility Manager, based on urgency of need.
- 5.4 All cost estimates prepared by the Contractor shall be at no cost to the LFUCG. The Contractor agrees that these estimated costs will be the maximum project cost if accepted by the LFUCG. The Contractor agrees that the LFUCG shall bear no liability or responsibility to the Contractor for the payment of any costs or charges in excess of the amount identified in the written cost estimates.

#### **6.0 SCHEDULE**

- 6.1 Contractor shall be solely responsible for scheduling all their work prior to

commencement of work. All activities shall be coordinated with the Facilities Manager.

- 6.2 Contractor shall provide Facilities Manager with work schedule before and during all projects, excluding emergency repairs.
- 6.3 Time of completion for such project(s) will be determined with the approval of the Facilities Manager.
- 6.4 Failure to complete project(s) within timeframe submitted may render Contractor ineligible for future project(s).

## **7.0 CONTRACTOR CARE, CUSTODY AND CONTROL OF THE WORK**

- 7.1 Upon commencement of work, Contractor shall be fully responsible for the care, custody, and control of the facilities work area until the work has been completed.
- 7.2 Contractor shall continuously protect his work from damage, protect all persons from injury and protect all other property from damage, inquiry, or loss arising in connection with the work regardless of the Owner of said property might be.
- 7.3 The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his equipment, tools and materials.

## **8.0 SAFETY**

Contractor shall provide safety barriers, as required, to clearly identify the working area and to prevent others from accessing the work area. This safety zone shall be sufficiently sized to prevent injury or damage to persons or equipment if tools or other items fall from the crane. Contractor shall comply with LFUCG, Safety Health and Environmental Requirements per attachment. Upon completion of work, Contractor shall remove the safety barriers from the work area.

## **9.0 FACILITIES AT SITE**

A limited amount of storage will be made available to the Contractor for the storage of equipment and material.

## **10.0 CLEAN-UP**

- 10.1 The successful Contractor shall at all time keep the premises free from accumulations of waste materials or rubbish caused by his work, employees or subcontractors. The site must be cleared of all debris at the

end of each day.

- 10.2 Upon completion of each project, the contractor shall be responsible for the removal of all unused materials, equipment, scraps and debris resulting from the work done.
- 10.3 The work areas shall be left clean in a manner acceptable to the Facilities Manager.

#### **11.0 INSPECTIONS/WARRANTS**

- 11.1 All work performed shall be subject to inspection by LFUCG. Contractor shall notify the Facilities Manager prior to completion of work to allow for LFUCG inspection of Contractor's work. The Contractor at no cost to LFUCG shall correct any deficiencies caused by the Contractors work. All Contractors work shall be warranted for one year from completion of projects.
- 11.2 The Contractor shall be responsible for any damage, which may result from their improper construction, maintenance or usage. The Contractor shall take all necessary precautions to prevent injury to humans and property damage.
- 11.3 A copy of the manufacturer's warrantee will be made available to the Facilities Manager upon completion of all projects, excluding emergency repairs.
- 11.4 Contractor shall notify Facilities Manager when all repairs and projects are completed.
- 11.5 Contractor shall provide Facilities Manager with requested roof assessment reports and infrared roof scan reports in electronic format with two hard copy sets. All infrared pictures shall be provided to Facilities Manager in color.

#### **12.0 ROUTINE AND EMERGENCY REPAIR ESTIMATES**

- 12.1 Contractor will be required to provide a written estimate, acceptable to the Facilities Manager for all projects. Estimates are to include labor, materials, and equipment at the rates specified in bid. Contractor must submit with each written estimate a listing showing all work to be performed by the Contractor.
- 12.2 Facilities Manager reserves the right to obtain an outside estimate for repairs or to have repairs performed outside of this contract when it is in the best interest of LFUCG.

- 12.3 Contractor shall provide a detailed description, in electronic format, of findings and repairs made on all projects, including emergency repairs.
- 12.4 Contractor shall provide digital color photographs of problem areas before and after repairs on all projects, including emergency repairs. These are to be included with description.

### **13.0 TIME AND MATERIAL WORK**

- 13.1 Hourly rates are based on actual working time while on LFUCG job site and are all inclusive of payroll burdens, overheads and profits. Overtime must have prior approval from the Facilities Manager.
- 13.2 Contractor is to attach and make a part of this bid the schedule of hourly, daily, weekly and monthly rates for all large or unusual equipment that may be used. Equipment usage is to be billed at the lowest hourly, daily, weekly or monthly rates. (All standards trade related tools and equipment should be considered in the hourly labor rates).
- 13.3 Reasonable rentals on equipment, tools, etc, whether rented from the Contractor or others, must have prior written approval from the Facilities Manager.
- 13.4 LFUCG reserves the right to obtain an outside estimate to have the work performed outside of this contract and to provide material or equipment to the Contractor when it is in the best interest of LFUCG.

### **14.0 BILLING AND PAYMENT**

Contractor shall submit only itemized billing which reflect original job estimates with copies of LFUCG approved daily timesheets attached. Any materials and third party rentals provided by the contractor shall be substantiated by vendor invoice. Invoice payment will not be made under this contract until the statutory affidavit has been received when required. Payments will not be made in excess of original work estimate except as provided under changes and alterations.

### **15.0 CHANGES AND ALTERATIONS**

LFUCG reserves the right through its designated Facilities Manager to make such alterations in the work schedule as may be necessitated by changes to the scope of work, customer needs or conditions found during the project that in the judgment of the designated Facilities Manager appear advisable. Any alterations from the original job estimate must be submitted in writing and approved by the designated Facilities Manager

prior to beginning alteration work. The contractor shall not claim forfeiture of contact by reasons of such changes by the designated Facilities Manager. If such changes increase or decrease the amount of the work or materials, the contractor will be paid according to the quantity of work actually done at the prices established for such work under the contract. Any alteration or changes that diminish the scope of work or materials shall constitute a claim for damages or for the loss of anticipated profits.

## **16.0 STANDARDS**

16.1 All work and materials used shall meet or exceed the provisions of the latest applicable codes and standards of the following organizations:

<b>ANSI</b>	-American National Standards Institute
<b>ASC</b>	-American Standards Code
<b>ASTM</b>	-American Society of Testing Materials
<b>APA</b>	-American Plywood Association
<b>ISO</b>	-International Standards Organization
<b>NBS</b>	-National Bureau of Standards
<b>NEC</b>	-National Electric Code
<b>NEMA</b>	-National Electrical Manufacturer's Association
<b>NETA</b>	-National Electrical Testing Association
<b>NFC</b>	-National Fire Code
<b>RRA</b>	-Residential Roofers Association
<b>UL</b>	-Underwriter's Lab
<b>USPS</b>	-United States Product Standards

16.2 All federal, state, county, or local codes, laws, or ordinances apply. All work shall be safely performed and shall conform to the requirements of Occupational Safety and Health Act (OSHA).

16.3 It is not the intent of this specification to restrict the work of the Contractor. However, this performance specification, set forth herein, is the minimum requirements acceptable to LFUCG.

16.4 Contractor must have a registered Contractor's License with the LFUCG Division of Building Inspection.



## PRICING

Straight Time – Monday-Friday 8:00 AM – 5:00 PM

Overtime – Monday-Friday 5:00 PM – 8:00 AM, Saturdays, Sundays, and Holidays

**Hourly cost for one Qualified Roofer and one Helper/Laborer (rate should include transportation, consumable materials, and tools).**

	S/T	O/T
Qualified Roofer	\$ <u>60.00</u> /hour	\$ <u>90.00</u> /hour
Helper/Laborer	\$ <u>50.00</u> /hour	\$ <u>75.00</u> /hour
% Mark-up on materials (percentage)		<u>25</u> %

### Additional Required Submittal

- 1) Schedule of hourly, daily, weekly, and monthly rates for all larger unusual equipment to be used. **Equipment usage is to be billed at the lowest of hourly, daily, weekly, and monthly rate.**
- 2) Letter certifying at least five (5) years experience in commercial roofing and repair.
- 3) Three references from completed projects, including contact name and phone number.
- 4) Any other costs considered necessary may be attached and made a part of this bid.

**FAILURE OF A BIDDER TO SUBMIT THE REQUIRED INFORMATION AND TO POSSESS THE MINIMUM EXPERIENCE OUTLINED ABOVE MAY RENDER SUCH BID NON-RESPONSIVE AND SUCH BID MAY NOT BE CONSIDERED FOR AWARD.**

### OPTION

If contractor can offer thermal image inspections, specify cost per 5,000 sq. ft.

\$ 1,500.00

Please contact Sondra Stone, Division of Central Purchasing (859) 258-3320 if you have any questions.

# PEARCE-BLACKBURN ROOFING

## Roofing and Sheet Metal

309 Blue Sky Parkway  
Lexington, KY 40509

Phone (859)263-5137

Fax (859)263-5139

July 11, 2013

Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507

RE: Invitation to Bid #82-2013 - Roof Repairs and Maintenance

Per Section 2.1, per this letter certifies that Pearce-Blackburn Roofing has at least five (5) years experience in commercial roofing and repairs.

Per Section 13.2, schedule of rates for larger unusual equipment to be used:

	<u>HOURLY</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
Crane (110' boom)	\$400.00	\$600.00	\$1,800.00	\$4,500.00
Lull Lift	\$400.00	\$400.00	\$1,200.00	\$3,400.00
Fork	\$250.00	\$300.00	\$ 600.00	\$1,800.00
Kettle	\$100.00	\$200.00	\$ 500.00	\$1,400.00

Per Section 2.3, three references from completed projects:

1. Margie Jacobs - Tate/Hill/Jacobs: Architects  
LFUCG Parking Garage 859.252.5994
2. Pat Spaulding or Junior Gilbert - Fayette County Public Schools  
Several Various Projects 859.227.5677 or 859.227.5675
3. Larry Cowgill - Congleton-Hacker Company  
Central Christian Church 859.254.6481
4. Andy Griggs - Griggs Enterprises  
Cane Ridge Elementary School 859.987.6744