



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: October 21, 2015

## INVITATION TO BID #159-2015 Snow Removal – Various Locations

**Bid Opening Date:** November 4, 2015

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** NA

**Pre Bid Time:** NA

**Address:** NA

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 **11/4/2015**. 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 LOCATIONS, Lexington, KY**

**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

|  |   |
|--|---|
| <p><b>Check One:</b><br/> <input type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>   | <p><b>Proposed Delivery:</b><br/>         ___ days after acceptance of bid.</p> |
| <p><b>Procurement Card Usage</b>—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 <input type="checkbox"/> No</p> |   |

Submitted by: All Pro Lawn and Landscaping  
Firm Name

3088 Polo Club Blvd  
Address

Lexington, Ky. 40509  
City, State & Zip

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

Chris Weikel - owner  
Signature of Authorized Company Representative – Title

Chris Weikel  
Representative's Name (Typed or printed)

859- 536 - 4517  
Area Code - Phone – Extension Fax #

weikel0719@gmail.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, Chris Weikel, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Chris Weikel and he/she is the individual submitting the bid or is the authorized representative of All Pro Lawn & Landscaping 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. Chris Weikel

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Chris Weikel on this the 3rd day of November, 2015.

My Commission expires: 6/1/19



[Signature]  
NOTARY PUBLIC, STATE AT LARGE

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

**I. GREEN PROCUREMENT**

**A. ENERGY**

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

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

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

Key Benefits

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

**B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

**C. GREEN COMMUNITY**

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

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

Yes   X        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 #159-2015 Snow Removal – Various Locations"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-1 year(s) renewal. 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.
- B. Price Changes **(Space Checked Applies)**
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 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 year. 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 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.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

**EQUAL OPPORTUNITY AGREEMENT**

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

*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

11/2/15  
\_\_\_\_\_  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: All Pro Lawn & Landscaping

Date: 11 / 2 / 15

| Categories          | Total | White |   | Latino |   | Black |   | Other |   | Total |   |
|---------------------|-------|-------|---|--------|---|-------|---|-------|---|-------|---|
|                     |       | M     | F | M      | F | M     | F | M     | F | M     | F |
| Administrators      |       | 1     |   |        |   |       |   |       |   | 1     |   |
| Professionals       |       | 1     |   |        |   |       |   |       |   | 1     |   |
| Superintendents     |       | 1     |   | 1      |   | 1     |   |       |   | 3     |   |
| Supervisors         |       | 2     |   | 2      |   |       |   |       |   | 4     |   |
| Foremen             |       |       |   |        |   |       |   |       |   |       |   |
| Technicians         |       |       |   |        |   |       |   |       |   |       |   |
| Protective Service  |       |       |   |        |   |       |   |       |   |       |   |
| Para-Professionals  |       |       |   |        |   |       |   |       |   |       |   |
| Office/Clerical     |       |       |   |        |   |       |   |       |   |       |   |
| Skilled Craft       |       |       |   |        |   |       |   |       |   |       |   |
| Service/Maintenance |       |       |   |        |   |       |   |       |   |       |   |
| <b>Total:</b>       |       |       |   |        |   |       |   |       |   |       |   |

Prepared by: Chris Weikel - owner  
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 MWBDE 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 unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged



We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

| <b>Business</b>   | <b>Contact</b>                     | <b>Email Address</b>   | <b>Phone</b> |
|---|------------------------------------|--|--------------|
| <b>LFUCG</b>  | Marilyn Clark                      | <a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>             | 859-258-3323 |
| <b>Commerce Lexington – Minority Business Development</b> | Tyrone Tyra                        | <a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>   | 859-226-1625 |
| <b>Tri-State Minority Supplier Diversity Council</b>      | Sonya Brown                        | <a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>                       | 502-625-0137 |
| <b>Small Business Development Council</b>                 | Dee Dee Harbut<br>UK SBDC          | <a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>                         |              |
|   | Shiree Mack                        | <a href="mailto:smack@uky.edu">smack@uky.edu</a>                               |              |
| <b>Community Ventures Corporation</b>                     | James Coles                        | <a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>                         | 859-231-0054 |
| <b>KY Department of Transportation</b>                    | Melvin Bynes                       | <a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>                   | 502-564-3601 |
|   | Shella Eagle                       | <a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>                   | 502-564-3601 |
| <b>Ohio River Valley Women’s Business Council (WBENC)</b> | Rea Waldon                         | <a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>                         | 513-487-6534 |
| <b>Kentucky MWBE Certification Program</b>                | Yvette Smith, Ken<br>Finance Cabin | <a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>                   | 502-564-8099 |
| <b>National Women Business Owner’s Council (NWBOC)</b>    | Janet Harris-Lange                 | <a href="mailto:janet@nwbo.org">janet@nwbo.org</a>                             | 800-675-5066 |
| <b>Small Business Administration</b>                      | Robert Coffey                      | <a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>                 | 502-582-5971 |
| <b>LaVoz de Kentucky</b>                                  | Andres Cruz                        | <a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>                   | 859-621-2106 |
| <b>The Key News Journal</b>                               | Patrice Muhamma                    | <a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a> | 859-373-9428 |



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

| SUBSTITUTED MWDBE Company Name, Address, Phone, Email | MWDBE Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|--|----------------------|-----------------------------|--------------------------------|---------------------------|
| 1.  |  |                      |                             |                                |                           |
| 2.  |  |                      |                             |                                |                           |
| 3.  |  |                      |                             |                                |                           |
| 4.  |  |                      |                             |                                |                           |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

All Pro Lawn & Landscaping                      *Chris Ward*  
 Company    Company Representative

11-2-15    owner  
 Date    Title



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|----------------|----------------------|--------------------------------|---------------------------|
| 1.   |                |                      |                                |                           |
| 2.   |                |                      |                                |                           |
| 3.   |                |                      |                                |                           |
| 4.   |                |                      |                                |                           |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

All Pro Lawn & Landscaping  
Company

*Chen Wang*  
Company Representative

11-2-15  
Date

owner  
Title



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_


By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- \_\_\_\_\_ 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.
- \_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package
- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- \_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- \_\_\_\_\_ 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.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- \_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- \_\_\_\_\_ 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
- \_\_\_\_\_ 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.

- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- \_\_\_\_\_ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- \_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

|   |   |
|---|---|
| <p>_____ <i>All Pro Lawn &amp; Landscaping</i></p> <p>Company</p> | <p>_____ </p> <p>Company Representative</p> |
| <p>_____ <i>11-2-15</i></p> <p>Date</p>                           | <p>_____ <i>owner</i></p> <p>Title</p>  |

## **Request for Bid 159-2015**

### **Snow Removal – Various Locations**

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LFUCG Office of Facilities Management is requesting bids for snow removal services for LFUCG owned and operated parking lots and walkways as prescribed in these specifications. This request is for a one (1) year contract with the possibility of (2) 1 year renewals. Bids are to be received in the LFUCG purchasing office no later than 2:00 pm November 4, 2015. LFUCG reserves the right to reject any or all proposals.

#### **1 General**

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- 1.1 This section of the specifications outlines the requirements for establishing a price contract for the Lexington-Fayette Urban County LFUCG for snow and ice removal from sidewalks, parking lot entrances, and other miscellaneous areas. The work, in general, will consist of keeping sidewalks and building entrances (including steps, ramps, stoops, and porch areas) free from snow and ice.
- 1.2 General direction and assignment of specific duties will be provided by the LFUCG's Representative, the Director of Facilities and Fleet Management or his/her designee.

#### **2 Definitions**

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- 2.1 **Holiday** - Means LFUCG holidays, to include: Thanksgiving Day, Friday after Thanksgiving, All day of Christmas Eve and Christmas day, New Year's Day, Martin Luther King Day, Presidents Day.
- 2.2 If a holiday falls on Saturday it will be observed on the Friday before.
- 2.3 If a holiday falls on Sunday it will be observed the following Monday.
- 2.4 **Full Service Cycle** - Means completing all the areas for snow and ice removal, ice removal, or salting included in this contract one complete time.
- 2.5 **Qualifying Snowfall** - Means any accumulation of snow 2" or more, or snow and ice requiring removal.
- 2.6 **Freezing Rain** - Means freezing rain, ice storm, or ice that may form after rain has fallen due to temperature conditions.
- 2.7 **Ice Removal** - Means responding to any occasion of freezing rain.
- 2.8 **Salt** - Means colorless or white crystal Sodium Chloride suitable and safe for this application.
- 2.9 **Automatic** - Means a service provided without contact from the LFUCG's Representative.
- 2.10 **On-call** - Means service initiated by a call from the LFUCG's Representative.

### **3 Changes in Contract Specifications**

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- 3.1 Without invalidating any provisions of this contract, the LFUCG may alter the Scope of Work. Any extras or credits associated with any addition or deletion of the work is to be negotiated in advance between the LFUCG and the Contractor.

### **4 Service Specifications**

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- 4.1 Snow and ice removal services will be considered both automatic and on-call.
- 4.2 Contractor will provide automatic service for qualifying snow falls or anytime there is a freezing rain.
- 4.3 It is the Contractor's responsibility to visit the sites when weather conditions indicate a possibility that snow may have fallen, or anytime a freezing rain is occurring.
- 4.4 Contractor will provide service Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., excluding holidays within one hour anytime snow has occurred, even if the snow is still falling, unless notified otherwise by the LFUCG's Representative.
- 4.5 If, for any reason, the Contractor is unsure the conditions warrant automatically initiating snow or ice removal or salting during this time period they are to contact the LFUCG's Representative immediately and prior to beginning work.
- 4.6 Once one full service cycle has been provided for snow/ice removal and salting, the Contractor will confer with the LFUCG's Representative to determine when any subsequent service should be initiated for each specific event.
- 4.7 When overnight snow fall or a freezing rain occurs, the Contractor will complete service before 7:30 a.m. Monday through Friday excluding holidays.
- 4.8 On weekends and holidays, service will be completed no later than noon of each of those days if the snow storm has ended by that time. And, the Contractor should complete ice removal as soon as reasonably possible to insure that there is no buildup of ice because of a freezing rain.
- 4.9 If the snow event does not end until at or after 3:00 p.m., services may be initiated the next day, per the specifications for completion times defined in section 4.3, if the next day is a work day. If the next day is a weekend day or Holiday, work will be completed per section 4.4.
- 4.10 The Contractor must remove snow to the extremities of the areas being cleared.
- 4.11 The Contractor must be sure that where sidewalks are adjacent to building facades, or on bridges and overpasses and other areas adjacent to retaining walls and pedestrian restraining fences/walls, that snow removed from sidewalks is kept in the curb Line of the adjacent street, and not shoveled or swept into traffic lanes. However, storm sewer inlets must be kept open.
- 4.12 The Contractor will take every reasonable precaution to ensure that slippery conditions on the sites covered by this Contract are avoided at all times. To achieve this, Contractor will spread salt in sufficient quantities to melt any frozen precipitation when slippery conditions warrant, any type of ice storm occurs, or at the request of LFUCG Representative. Contractor may be asked to increase/decrease rate of application at the request of LFUCG Representative.



- 4.13 It is the Contractor's responsibility to ensure that salt is applied evenly throughout the service area and in sufficient quantities and with sufficient frequency to prevent slipping conditions at all times. Should the Contractor fail to comply with this requirement, he or she may be held liable for any accidents that occur.
- 4.14 Based on weather conditions, the LFUCG's Representative may cancel the application of salt as it relates to any specific snow removal event.
- 4.15 The Contractor, upon approval of the contract, will supply the Lexington Fayette Urban County LFUCG with Material Safety Data sheets for all products that will be used as part of this contract.
- 4.16 The Contractor will furnish the LFUCG's Representative the names and cellphone numbers of primary and backup points of contact to be used as a 24 hour per day, 7 days a week contact name during the expected service months.
- 4.17 If on-call service is required due to snow or freezing rain, the Contractor will arrive and begin service within one (1) hour after notification by the LFUCG's Representative.

## **5 Notes**

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- 5.1 Only Calcium Magnesium Acetate (CMA) deicer shall be used on the pavers in front of the LFUCG Center and the sidewalks and walkways around the Lyric Theater.
- 5.2 The Lexington-Fayette Urban County LFUCG reserves the right to change, add or delete service areas during term of contract and negotiate pricing with the contractor based on unit prices provided by the contractor in appendix.
- 5.3 Square footages list on location maps are approximate. The Contractor should field verify all areas as needed.

## **6 Protection and Making Good**

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- 6.1 Contractor shall use extra care to ensure that the Government's property, including such things as sidewalks (both concrete and pavers), curbs, trees, shrubs, lawns, street furnishings, sidewalk drains, utility vaults, fencing, signs, etc., are not damaged during term of contract and negotiate pricing with Contractor.
- 6.2 The Contractor is to pay particular attention to ensure fire hydrants are not damaged and to ensure that snow is cleared from around all hydrants. Any damage to hydrants must be reported to the LFUCG's Representative. Any damaged hydrants must be addressed immediately at no cost to the owner.
- 6.3 Damage to LFUCG's property is to be made good by the Contractor at a time satisfactory to the LFUCG and at no additional cost

## **7 Service Areas**

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Provided in **Appendix D** as well as through site maps in **Appendix F** depicting the extent of areas to be cleaned and treated.

## **8 Method of Proposal Evaluation & Award**

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- 8.1 The contract will be awarded utilizing the "Best Value" system which is based on contractor's resources, experience, references, cost and capacity to provide the required services as noted in this RFP. Contractor must provide all information required in the following appendices. Failure to provide the requested information could result in contractor's proposal disqualification.
- A list of all available vehicles, equipment and material in Appendix A
  - Contractor's Qualification Questionnaire in Appendix B
  - Cost Proposal Lump Sum in Appendix D
  - Cost Proposal Unit Price in Appendix E

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

| <b><u>Coverage</u></b>  | <b><u>Limits</u></b>   |
|---|--|
| General Liability<br>(Insurance Services Office Form CG 00 01)              | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability<br>(Insurance Services Office Form CA 0001) | combined single, \$1 million per occurrence  |
| Worker's Compensation   | Statutory  |
| Employer's Liability  | \$500,000.00   |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

**Renewals**

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

### Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

### DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

## **Appendices**

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**Appendix A - List of Available Equipment and Vehicle for the Snow Removal**

**Appendix B - Contractor Qualification & References Questionnaire**

**Appendix C - Contractor Evaluation Matrix**

**Appendix D - Facilities & Location List & Cost Proposal per Area Lump Sum**

**Appendix E - Cost Proposal per Area Unit Cost**

**Appendix F – Site Maps**

**Appendix A - List of Available Equipment and Vehicles for the Snow Removal Services**

| Equipment       | Make   | Model     | Yr.  | Owned or Leased | Description   | Comment        |
|-----------------|--------|-----------|------|-----------------|---|----------------|
| Pickup Truck    | Ford   | F-150     | 2009 | Owned           | The unit has attachments for 8' snow plow as well as ice melt/salt spreader on the back with 2 cubic yard capacity. | <b>Example</b> |
| Pickup Truck    | Toyota | Tundra    | 2007 | owned           | 8' snowplow spreader on back  |                |
| Pickup Truck    | Chevy  | Silverado | 2009 | owned           | 8' snowplow spreader on back  |                |
| Pickup Truck    | Chevy  | Silverado | 2000 | owned           | 8' Snowplow Spreader on back  |                |
| 8 Stihl blowers | Stihl  | Bc 600    | 2015 | owned           | All Almost new very powerful to blow snow   |                |
| 8 snow shovels  |        |           |      | owned           |   |                |
| 5 spreaders     |        |           | 2014 | owned           | push spreaders for sidewalks  |                |
|                 |        |           |      |                 |   |                |
|                 |        |           |      |                 |   |                |
|                 |        |           |      |                 |   |                |
|                 |        |           |      |                 |   |                |

Instruction: Please list all items that your company owns/leases for the purpose of providing snow removal services as specified in the RFP. Make sure to identify all material inventory on hand or on order (icemelt, sand, salt,..) for these services. Also include all manual tools such as shovels, snow shovels, walk behind and hand cranked spreaders,...

**Appendix E - Cost Proposal per Area Unit Cost**

| Services  | Unit    | Unit Cost (\$)      | Comment                   |
|---|---------|---------------------|---------------------------|
| Parking Lot Snow Removal & Salt Application   | 100 GSF | \$ 10 <sup>00</sup> | (*) Minimum of 10 spaces. |
| Pre-Treatment Parking Lot   | 100 GSF | \$ 10 <sup>00</sup> | (*) Minimum of 10 spaces. |
| Walkway Snow Removal & Salt Application   | 100 GSF | \$ 10 <sup>00</sup> |                           |
| Pre-Treatment Walkways  | 100 GSF | \$ 10 <sup>00</sup> |                           |
| <b>Other:</b> Please list any additional services and subsequent costs your company can provide to aid in snow removal for the LFUCG. |         |                     |                           |
|   |         |                     |                           |
|   |         |                     |                           |
|   |         |                     |                           |
|   |         |                     |                           |
|   |         |                     |                           |
|   |         |                     |                           |
|   |         |                     |                           |
|   |         |                     |                           |



### Appendix D - Cost Proposal per Area Lump Sum

| Zone | Campus             | Facility Name            | Address                 | Estimated Area (GSF) | Cost (Per *full-service treatment)               | Cost Salt Application Only                         |
|------|--------------------|--------------------------|-------------------------|----------------------|--|--|
| 1    | Downtown           | Government Ctr.          | 200 E. Main             | 15,523               | 300 <sup>..</sup>                                | 200 <sup>..</sup>                                  |
| 1    | Downtown           | ML King Viaduct          | M. L. King              | 9,073                | 350 <sup>..</sup>                                | 200 <sup>..</sup>                                  |
| 1    | Downtown           | Phoenix Parking Lot      | 151 E. Vine             | 42,102               | 325 <sup>..</sup>                                | 200 <sup>..</sup>                                  |
| 1    | Downtown           | Phoenix Building         | 101 E. Vine             | 7,777                | 375 <sup>..</sup>                                | 150 <sup>..</sup>                                  |
| 1    | Downtown           | Police HQ                | 150 E. main             | 1,873                | 175 <sup>..</sup>                                | 75 <sup>..</sup> <del>1150<sup>..</sup></del> c.w. |
| 1    | Downtown           | Switow Building          | 218 E. Main             | 6,450                | 325 <sup>..</sup>                                | 150 <sup>..</sup>                                  |
| 1    | Downtown           | Government Ctr. Annex    | 204 E. Main             | 2,654                | 115 <sup>..</sup>                                | 75 <sup>..</sup>                                   |
| 1    | Downtown           | Downtown Arts Ctr.       | 141 E. Main             | 8,288                | 175 <sup>..</sup>                                | 125 <sup>..</sup>                                  |
| 1    | Downtown           | Historic Courthouse      | 215 W. Main             | 11,663               | 250 <sup>..</sup>                                | 125 <sup>..</sup>                                  |
| 1    | Downtown           | Coroner Building         | 245 E. 2nd              | 3,127                | 150 <sup>..</sup>                                | 90 <sup>..</sup>                                   |
| 1    | Downtown           | Carnegie Ctr.            | 251 W. 2nd              | 10,575               | 250 <sup>..</sup>                                | 125 <sup>..</sup>                                  |
| 1    | Downtown - East    | Lyric Theater            | 300 Elm Tree            | 21,258               | 250 <sup>..</sup>                                | 160 <sup>..</sup>                                  |
| 1    | Downtown - East    | Charles Young Ctr.       | 540 E. 3rd              | 17,231               | 375 <sup>..</sup>                                | 200 <sup>..</sup>                                  |
| 1    | Downtown - West    | Black & Williams Ctr.    | 498 Georgetown          | 28,988               | 375 <sup>..</sup>                                | 175 <sup>..</sup>                                  |
| 2    | Old Frankfort Pike | Facilities Management HQ | 1555 Old Frankfort Pike | 76,164               | 425 <sup>..</sup><br><del>250<sup>..</sup></del> | 250 <sup>..</sup><br>425 <sup>..</sup> c.w.        |
| 2    | Old Frankfort Pike | Solid Waste & Fleet HQ   | 675 Byrd Thurman        | 380,684              | 625 <sup>..</sup><br><del>375<sup>..</sup></del> | 375 <sup>..</sup><br>625 <sup>..</sup> c.w.        |
| 2    | Old Frankfort Pike | Recycling Ctr.           | 360 Thompson Rd.        | 135,782              | 575 <sup>..</sup><br><del>325<sup>..</sup></del> | 325 <sup>..</sup><br>575 <sup>..</sup> c.w.        |
| 2    | Old Frankfort Pike | Police - West Sector     | 1795 Old Frankfort Pike | 79,187               | 425 <sup>..</sup><br><del>250<sup>..</sup></del> | 250 <sup>..</sup><br>425 <sup>..</sup> c.w.        |
| 3    | Red Mile           | Social Services & PSOC   | 1135 Red Mile Rd.       | 186,551              | 625 <sup>..</sup>                                | 310 <sup>..</sup>                                  |
| 3    | Versailles Rd.     | Old Furrows Complex      | 1306 Versailles Rd.     | 135,896              | 575 <sup>..</sup>                                | 275 <sup>..</sup>                                  |
| 3    | Georgetown Rd.     | Community Action Council | 913 Georgetown Rd.      | 43,920               | 350 <sup>..</sup><br><del>215<sup>..</sup></del> | 215 <sup>..</sup><br>350 <sup>..</sup> c.w.        |
| 3    | Eastland           | CKJC                     | 1059 Industry Rd.       | 43,218               | 375 <sup>..</sup>                                | 225 <sup>..</sup>                                  |
| 3    | Nicholasville Rd.  | Sr. Citizen Ctr.         | 1530 Nicholasville Rd.  | 39,884               | 475 <sup>..</sup>                                | 300 <sup>..</sup>                                  |

\*See Section 4.6 for definition of Full Service Treatment.

Appendix B - Contractor Qualification & References Questionnaire

Business Name: All Pro Lawn & Landscaping  
Business type (Sole Proprietary, Partnership, LLC, ..): Sole Proprietary  
Business Permanent Address (No PO Box): 3088 Polo Club blvd. Lexington Ky 40509  
Number of Full-time Employees: 4  
Number of Part-time & Seasonal Employees: 10  
Number of Supervisors/Managers: 3  
Number of years in business: 17  
Number of Years involved with snow removal services: 5

Please provide 2 references directly related to your company's snow removal services

Reference 1:

Name: ~~Teton~~ LFUCG Housing  
Contact Name: Tom Smith  
Contact Phone Number: 859-983-2063  
Contact Email: smith@lexha.org

Reference 2: LFUCG Housing

Name: Bill Garr  
Contact Name: Bill Garr  
Contact Phone Number: 859-983-2062  
Contact Email:

**Appendix C - Contractor Evaluation Matrix**

| Area                        | Points Available | Comment  |
|-----------------------------|------------------|--|
| Proximity                   | 15               | The proposer <u>must</u> be located within Fayette County                  |
| Equipment                   | 20               | Provide adequate number/types of units                                     |
| Staffing                    | 20               | Appropriate number of FT, PT and Seasonal employees                        |
| Number of Years in Business | 10               | Minimum of 3 years   |
| References                  | 5                | References related to snow removal   |
| Cost                        | 30               | Consideration will be given to both lump sum area pricing and unit pricing |
| <b>Total:</b>               | <b>100</b>       |  |

**Comment:**