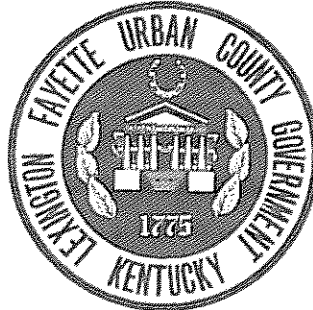


Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #29-2014

Custodial Services – Waste Management

NOTICE TO BIDDERS

Bid Opening Date: February 27, 2014

Bid Opening Time: 2:00 PM

**Address: 200 East Main Street
3rd Floor, Room 338**

Pre Bid Meeting: February 20, 2014

Pre Bid Time: 10:00 AM

Address: 675 Byrd Thurman Dr, Lexington, KY

INVITATION TO BID

Bid Invitation Number: #29-2014

Date of Issue: 02/13/2014

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 **02/27/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 675 Byrd Thurman Dr, Lexington, KY

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

Commodity/Service
Custodial Services – Waste Management
See specifications

<p style="text-align: center;"><u>Check One:</u></p> <p><input type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p>___ days after acceptance of bid.</p>
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<u>Procurement Card Usage</u>
<p><input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>

Submitted by: Key To Cleaning
Firm
132 Shannon Parkway
Address
Nicholasville Ky 40356
City, State & Zip

Bid must be signed:
(original signature)

Lynette Bartholomew Owner
Signature of Authorized Company Representative – Title
Lynette Bartholomew
Representative's Name (Typed or printed)
859-552-8970 859
Area Code - Phone – Extension Fax #
sbartholomew85744@roadrunner.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, Lynette Bartholomew, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Lynette Bartholomew and he/she is the individual submitting the bid or is the authorized representative of Key To Cleaning 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.

8. Bidder at all times relevant to the performance of any services or work on behalf of the Lexington-Fayette Urban County Government, the Bidder has fully complied with, and will continue to comply with the provisions of the Federal Fair Labor Standards Act (29 U.S.C. Chapter 8) and KRS 337.225, pertaining to the payment of minimum wages and as otherwise applicable to such services or work performed.

Further, Affiant sayeth naught.

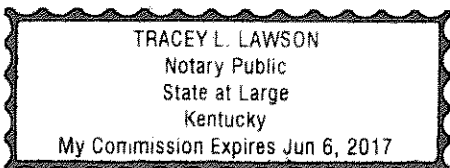
Lynette Bartholomew

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lynette Bartholomew on this the 24 day of February, 2014.

My Commission expires: 6/6/2017



Tracey Lawson
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). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

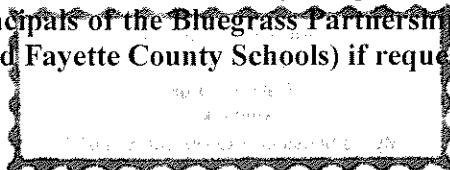
Go to www.GreenSeal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available,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

C. GREEN COMMUNITY

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

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

Yes No



CONTRACTOR'S CLEANING PRODUCTS

LFUCG requires the use of environmentally preferred products. (GREEN CLEANERS)

During each inspection the janitorial closets will be inspected for the correct environmental cleaning chemicals. Any chemicals that have not been approved for usage will be removed from the janitorial closet

Product Name	Intended Use	Using Product at Time of Inspection		Non-Green Product
		Yes	No	
Zep toilet cleaner	Toilets	Yes	No	
windex	window	✓		
Pledge	Dusting	✓		
Re-Juv-Nal	Floors/sinks counter top	✓		
Thom shine	Buff floors	✓		

Checklist for Custodial Bids

Basic Bid Package:

1. Signed copy of bid
2. Notorized copy of affidavit
3. Equal Opportunity Agreement
4. Workforce Analysis Form
5. Pricing Sheet

Supplemental Forms to be Returned with Bid:

5. Evidence of Insurability
6. Contractor Cleaning Products
7. Contractor Experience & References

PRICING SHEET

The Contractor shall submit a daily cost to provide the specified services, which includes labor, equipment, and cleaning supplies. Bidder should also submit a daily cost to provide spray buffing services (to be performed one (1) day a week).

Regular cleaning services will be required 5 days a week.
Spray Buffing will be required 1 day a week on Wednesday.

Cost for all specified cleaning services,
except spray buffing. \$ 36⁰⁰ /per day *

Cost for spray buffing services. \$ 65⁰⁰ /per day *

* Invoices should vary based on the number of working days in a given month

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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

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.

Lynetta Fu Holman
Signature

Key TO Cleaning
Name of Business

Contractor Experience & References

The Contractor is encouraged to submit the information requested below with their proposal. If the information is not provided with the bid and the Contractor has the low bid the LFUCG will contact the Contractor and give a 24 hour notification to provide the information. **If the information is not received by the end of the 24 hour period the bid will be rejected.** Please attach additional sheets as necessary.

1. Years the company has been in business as a custodial service.

_____ 10 _____ years

2. List jobs of comparable size to this contract which your company has held within the past 5 years. Please include a contact person and a phone number.

Phoenix BLD
Business Name

L.F.U.C.G
Contact Information (Name & Phone)

Business Name

Contact Information (Name & Phone)

Business Name

Contact Information (Name & Phone)

3. Please provide a list of current contracts and number of hours required per day.

Fleet Services
Business Name

L.F.U.C.G
Contact Information (Name & Phone) No. of hours per day

Recycling center
Business Name

L.F.U.C.G
Contact Information (Name & Phone) No. of hours per day

Business Name

Contact Information (Name & Phone) No. of hours per day

Business Name

Contact Information (Name & Phone) No. of hours per day

4. Annual volume of business by dollars and square footage.

\$ _____ sq. ft.