



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 10, 2015

INVITATION TO BID #26-2015 Mowing for Parks

Bid Opening Date: March 3, 2015

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: February 18, 2015

Pre Bid Time: 3:00 pm

Address: 469 Parkway Dr, Lexington, KY

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 **03/03/2015**. 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

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

Submitted by: SCINA LAWN CARE SERVICES, LLC
Firm Name

111 Pennington Street
Address

Berea, Ky 40403
City, State & Zip

Bid must be signed:
(original signature)

Tina McIntosh - Owner
Signature of Authorized Company Representative – Title

Tina L. McIntosh
Representative's Name (Typed or printed)

(859) 302-5264
Area Code - Phone - Extension *Fax #*

scinalawn care@twe.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, TINA MCWTOSH, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is TINA MCWTOSH and he/she is the individual submitting the bid or is the authorized representative of SCWA LAWCARE SERVICES LLC 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. Tina McWtosh

STATE OF KENTUCKY

COUNTY OF MADISON

The foregoing instrument was subscribed, sworn to and acknowledged before me by TINA MCWTOSH on this the 4TH day of MARCH ~~2014~~ ²⁰¹⁵.

MY COMMISSION EXPIRES FEBRUARY 13, 2017
NOTARY NO. 483333

My Commission expires: _____

[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). 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

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 #26-2015 Mowing for Parks"

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 2 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)**
 - 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by 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

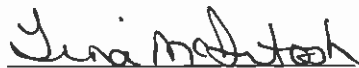
GENERAL PROVISIONS OF BID CONTRACT


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


Date

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 26-2015

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.

SCINA LAWYERS SERVICES _____ Dina McIntosh _____
 Company Company Representative

03/01/15 _____ Owner _____
 Date Title

**Parks and Recreation
Bid 26-2015 Mowing for Parks
Cost of Services**

Mowing Dist	Park Name	Location	Mowable Acres	Bid Price / park
1	Armstrong Mill	1301 Armstrong Mill Rd	5.709	<u>\$ 82.78</u>
1	Belleau Woods Park	3770 Forest Green Dr	13.265	<u>\$ 199.34</u>
1	Berry Hill Park	3489 Buckhorn Dr	7.776	<u>\$ 112.75</u>
1	Donaldson Park	9790 Tates Creek Rd	0.287	<u>\$ 4.16</u>
1	Gainesway Park	3495 Appian Way	13.387	<u>\$ 194.11</u>
1	Hartland Park	3701 Kenesaw Dr	15.673	<u>\$ 227.25</u>
1	River Hill Park	380 Crosby Drive	10.594	<u>\$ 153.61</u>
1	Southpoint Park	4496 Graves Drive	3.101	<u>\$ 44.96</u>
TOTAL			69.792	<u>\$ 1,011.96</u>

Mowing Dist	Park Name	Location	Mowable Acres	Bid Price / park
2A	Carver Park	522 Patterson St	0.899	<u>NB</u>
2A	Douglass Park	726 Georgetown St	19.519	<u>NB</u>
2A	Gratz Park	250 W. Third Street	1.441	<u>NB</u>
2A	Meadowthorpe Park	333 Larch Ln	4.183	<u>NB</u>
2A	Phoenix Park	100 East Main St	0.221	<u>NB</u>
2A	Preston Springs Park	1937 Dunkirk Dr	1.375	<u>NB</u>
2A	Pyramid Park	201 Driscoll Ave	0.967	<u>NB</u>
2A	Speigle Heights Park	424 Speigle St	1.040	<u>NB</u>
2A	Thompson Road Park	319 Thompson Rd	0.095	<u>NB</u>
2A	Valley Park	2077 Cambridge Dr	13.028	<u>NB</u>
2A	Whitney Young Park	1003 St. Martins Ave	8.448	<u>NB</u>
2A	Woodward Heights Park	651 W. High St	0.142	<u>NB</u>
TOTAL			51.358	<u>NB</u>

2B	Coolavin Park	550 W. Sixth St	10.071	<u>\$ 146.02</u>
2B	Constitution Park	1970 Old Paris Rd	19.485	<u>\$ 282.53</u>
2B	Elkhorn Park	444 Cane Run Road	5.938	<u>\$ 86.10</u>
2B	Green Acres Park	1560 LaSalle Rd	5.450	<u>\$ 79.02</u>
TOTAL			40.944	<u>\$ 593.67</u>

2C	Highlands Park	1991 Mark Ave	9.169	<u>\$ 132.95</u>
2C	Marlboro Park	561 Benton Rd	8.240	<u>\$ 119.48</u>
2C	Martin Luther King Park	1625 McCullough Dr	17.911	<u>\$ 259.70</u>
2C	Mary Todd Park	525 Rogers Road	13.376	<u>\$ 193.95</u>
2C	Oakwood Park	1050 Briarwood Dr	6.482	<u>\$ 93.98</u>
TOTAL			55.178	<u>\$ 800.06</u>

**Parks and Recreation
Bid 26-2015 Mowing for Parks
Cost of Services**

Mowing Dist	Park Name	Location	Mowable Acres	Bid Price / park
3A	Brucetown Park	770 Florida Street	0.302	NB
3A	Castlewood Park	201 Castlewood Dr.	24.837	NB
3A	Charles Young Park	215 Midland Avenue	2.909	NB
3A	Dunbar Center	545 N. Upper St.	0.284	NB
3A	Duncan Park	530 N. Limestone	3.717	NB
3A	Issac Murphy Memorial Garden	577 E. Third	0.385	NB
3A	Northeastern Park	140 Northeastern Ave	0.642	NB
3A	Thoroughbred Park	121 Midland Ave	2.229	NB
3A	Woodland Park	601 E. High Street	14.433	NB
TOTAL			49.738	NB

3B	Clinton Road Park	200 Clinton Road	1.077	\$15.61
3B	Johnson Heights Park	846 Johnsdale Dr.	9.345	\$135.50
3B	Kenwick Park & Com. Center	312 Owsley Ave	0.182	\$2.63
3B	Lakeview Park	350 Lakeshore Drive	4.663	\$67.61
3B	Dixie Park	1850 Eastland Pkwy	7.437	\$107.83
3B	Ecton Park	956 Turkey Foot Rd	7.614	\$110.40
3B	Kenawood Park	612 Bryanwood Pkwy	8.811	\$127.75
TOTAL			39.129	\$567.33

3C	Kirklevington Park	396 Redding Rd	32.625	\$473.06
3C	Lansdowne-Merrick Park	3190 Monta Vesta Dr.	21.515	\$311.96
3C	Wildwood Park	3434 Greenlawn Dr	3.890	\$56.40
3C	Zandale Park	750 Zandale Dr	1.037	\$15.03
TOTAL			59.067	\$856.45

Mowing Dist	Park Name	Location	Mowable Acres	Bid Price / park
4	Liberty Park	2515 Liberty Rd	8.981	\$130.22
4	Mapleleaf Forest Park	3161 Mapleleaf Dr	2.855	\$41.39
4	Mt. Tabor Park	550 Elk Lake Dr	11.641	\$168.79
4	Pleasant Ridge Park	1350 Pleasant Ridge Drive	10.708	\$155.26
4	Woodhill Park	457 Larkwood Dr	8.213	\$119.08
TOTAL			42.398	\$614.74

**Parks and Recreation
Bid 26-2015 Mowing for Parks
Cost of Services**

Mowing Dist	Park Name	Location	Mowable Acres	Bid Price / park
5A	Addison Park	1150 Garrison Ave	7.255	\$105.19
5A	Beaumont Park	2034 Williamsburg Road	5.018	\$72.76
5A	Burley Park	301 Burley Ave	0.121	\$1.75
5A	Cross Keys Park	1240 Cross Keys Rd	6.571	\$95.27
5A	Elizabeth St. Park	1420 Elizabeth Street	2.510	\$36.39
5A	Garden Springs Park	2005 Dogwood Dr.	4.645	\$67.35
5A	Gardenside Park	1835 Yorktown Rd	3.499	\$50.73
5A	Hill-N-Dale Park	2351 Maplewood Dr.	2.000	\$29.00
5A	Lou Johnson Park	190 Prall St	1.096	\$15.89
5A	Pine Meadows Park	1631 Tazwell Dr	2.134	\$30.94
5A	Southland Park	625 Hill-N-Dale Rd	8.913	\$129.23
5A	Wolf Run Park	1616 Maywick View Ln	6.716	\$97.38
TOTAL			50.478	\$731.88

5B	Beaumont Preserve	2020 Allegheny Way	5.018	\$72.76
5B	Cardinal Run South	2000 Parkers Mill Road	27.204	\$394.45
5B	Dogwood Trace Park	2393 Dogwood Trace Blvd	8.663	\$125.61
5B	Harrods Hill Park	3308 Ridge Cane Rd	11.205	\$162.47
TOTAL			52.090	\$755.29

5C	Higbee Mill Park	1421 Higbee Mill Rd	7.764	\$112.57
5C	Meadowbrook Park	372 Harvard Ln	4.072	\$59.04
5C	Stonewall Park	3205 Cornwall Dr	1.374	\$19.92
5C	Waverly Park	4244 Southmoor Park	9.413	\$136.48
5C	Wellington Park	565 Wellington Way	24.625	\$357.06
TOTAL			47.248	\$685.07

Mowing Dist	Park Name	Location	Mowable Acres	Bid Price / park
6	Beaumont Preserve	2020 Allegheny Way	10.339	\$149.91
6	Liberty Park	2515 & 2789 Liberty Rd	21.964	\$318.47
6	Meadowbrook Park Ext.	341 East Tiverton Way	2.627	\$38.09
TOTAL			34.930	\$506.47

Required

If the following cost are not filled in the pricing sheet is invalid

Unit Price for Turf Mowing	<u>Cost / Acre</u> \$14.50
Unit Price for Brush Hogging	<u>\$25.00</u>
Unit Price for String Trimming	<u>Cost / Linear foot</u> \$0.50



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#26-2015**

Date: February 18, 2015

Subject: Mowing for Parks

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

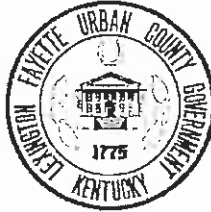
Please be advised of the following clarifications to the above referenced Bid:

1. The bid package contains separate maps of Kenwick Center and Kenwick Park but they are considered one location.
2. Pre-bid scheduled for February 18, 2015, 3:00 pm, has been rescheduled to February 23, 2015, 2:00 pm, 469 Parkway Dr, Lexington, KY. Please be familiar with the bid package before pre-bid.
3. Q&A has been extended until February 24, 2015, 12:00 pm. Bid opening was erroneously listed on Economic Engine as March 5, 2015, the bid opening is March 3, 2015, 2:00 pm.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: SCINA LAWN CARE SERVICES, LLC
ADDRESS: 111 Pennington St Berea, Ky 40403
SIGNATURE OF BIDDER: Jana McDutah



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **#26-2015**

Date: February 24, 2015

Subject: Mowing for Parks

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. Add to section 1.8, "If mowing contractor selects a second party to replace tree or shrub, a 1 year replacement warranty must be included."
2. Herbicide applicators should have state certification/licensure.
3. Brick walkways and pavers shall be sprayed with herbicide and no string trimmers will be allowed on these surfaces.
4. Bid opening has been moved to March 6, 2015, 2:00 pm.

Q&A

5. Is the pricing based off per occurrence pricing for each park? Or are you factoring a total of 28 or 30 mowing occurrences per season? ANSWER: We are looking for a price per mow / occurrence. Depending on our budget and the new costs, we are looking for 26 to 30 cuts per mowing season from April through October.

6. What is the average number of mows for parks that you usually perform in a growing season? ANSWER: During the 2014 mowing season our average park had 26 cuts.

7. Pre-bid sign-in sheet is attached.



Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: SCINA LAUNDCARE SERVICES, LLC

ADDRESS: 111 Pennington St Berea, ky 40403

SIGNATURE OF BIDDER: Jina Mcintosh



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: **#26-2015**

Date: March 4, 2015

Subject: Mowing for Parks

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Bid opening has been changed from March 6, 2015, 2:00 pm, to March 9, 2015, 2:00 pm.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: SCINA LAWN CARE SERVICES, LLC

ADDRESS: 111 Pennington St Berea, ky 40403

SIGNATURE OF BIDDER: Yuma McDunnoch

SCINA LAWCARE SERVICES, LLC

111 PENNINGTON ST

BEREA, KY 40403

(859)302-5264

scinalawncare@twc.com

EIN#27-3082114

SPEC# 7.2 REFERENCES

REFERENCE#1 LFUCG PARKS AND RECREATION

LEXINGTON, KY

CONTACT INFO- KEVIN KEWIN

(859)983-4759

YEARS OF SERVICE- 11 YEARS, 300+ ACRES PER WEEK FOR CONTRACTS UP TO 3 YEARS

RESPONSIBILITIES- MOWING AND WEEDEATING OF PARKS AND GREENSPACE

REFERENCE#2 LFUCG STREETS AND ROAD

LEXINGTON, KY

CONTACT INFO- SCOTT KELSEY

(859)537-1079

YEARS OF SERVICE- 3 YEARS, 30+ AREAS FOR SNOW REMOVAL

RESPONSIBILITIES- SNOW REMOVAL SERVICES OF SIDEWALKS AND LFUCG FACILITIES

REFERENCE#3- QUANEX OF

RICHMOND, KY

CONTACT INFO- THOMAS WENDT

(859)779-8920

YEARS OF SERVICE- 3 YEARS APPROX, 15 ACRES WEEKLY

RESPONSIBILITIES- MOWING AND FERTILIZING PROPERTY

SPEC# 7.3 PROFESSIONAL PROFILE

SCINA LAWCARE SERVICES AT 111 PENNINGTON STREET BERA, KY 40403, WAS ESTABLISHED IN THE YEAR 2004, IT IS A MINORITY WOMEN-OWNED BUSINESS. WE PROVIDE EXCELLENT LANDSCAPE MAINTENANCE SERVICES FOR COMMERCIAL/RESIDENTIAL CUSTOMERS AT COMPETITIVE PRICES. OUR GOAL IS TO PROVIDE THE BEST SERVICES AT A PRICE OUR CLIENTS CAN AFFORD.OUR FIRM HAS A AGRICULTURAL LICENSE TO SPRAY AND MAINTAIN WEEDS AND GROWTH TO ANY ORNAMENTAL. WE HAVE MAINTAINED A RELATIONSHIP WITH A FEW OF OUR CLIENTS

FROM BEGINNING TO PRESENT WITH THE LFUCG BEING THE LONGEST CONTRACT OF OUR FIRM. (11 YEARS OF SERVICE). OUR FIRM EMPLOYEES 10 FULL-TIME EMPLOYEES AND 10 PART-TIME EMPLOYEES WITH THE POTENTIAL TO EXPAND IF NEEDED, OUR KEY STAFF MEMBERS ARE AS FOLLOWS, RESUMES WILL FOLLOW.

TINA MCINTOSH- MINORITY OWNER 10+ YEARS EXP (859)302-5264

SCOTT MCINTOSH- CO-OWNER 20+ YEARS EXP (859)302-5265

BRANDON HOLT- FOREMAN 5 YEARS EXP (859)582-5309

DANIEL HOLT- FOREMAN 10+ EXP (859)302-9936

****RESUMES ATTACHED OF KEY MEMBERS**

SPECS# 7.4 ADEQUATE EQUIPMENT

OUR FIRM USES COMMERCIAL GRADE EQUIPMENT

INVENTORY AS FOLLOWS:

QTY: (7) 72 INCH COMMERCIAL MOWERS

QTY: 1 2015 SNAPPOR PRO; IT HAS THE CAPABILITY TO MOW 6 ACRES PER HOUR AND RUNS 10 MILES PER HOUR

QTY: 3 2014 SNAPPOR PRO; THEY HAVE CAPABILITY TO MOW 6 ACRES PER HOUR AND RUN 10 MILES PER HOUR

QTY: 3 2012 SCAG TURF TIGERS; THEY HAVE CAPABILITY OF MOWING 6 ACRES PER HOUR AND RUN 10 MILES PER HOUR

QTY: (3) 61 INCH MOWERS

QTY: 2 2011 SCAG TURF TIGERS; THEY HAVE CAPABILITY OF MOWING 5 ACRES PER HOUR AND RUN 10 MILES PER HOUR

QTY: 1 2014 SNAPPOR PRO; THEY HAVE CAPABILITY OF MOWING 5 ACRES PER HOUR AND RUN 10 MILES PER HOUR

QTY: (3) 52 INCH WALK BEHINDS

QTY: 2 2010 EXMARK; THEY HAVE THE CAPABILITY OF MOWING 2.5 ACRES PER HOUR AND RUN 5 MILES PER HOUR

QTY: 1 2008 SCAG TURF TIGER; THEY HAVE CAPABILITY OF MOWING 2.5 ACRES PER HOUR AND RUN 5 MILES PER HOUR

QTY: (7) COMMERCIAL WEEDEATERS

QTY: 6 2013/2014 REDMAX

QTY: 1 2010 STIHL

QTY: (4) COMMERCIAL BLOWERS

QTY: 1 2012 REDMAX BACKPACK

QTY: 1 2010 STIHL BACKPACK

QTY: 1 2011 ECHO HANDHELD

QTY: 1 2014 POULAN HANDHELD

QTY: (2) COMMERCIAL EDGERS

QTY: 1 2010 HUSQUVARNA PUSH ROLL A LONG

QTY: 1 2012 ECHO HANDHELD

QTY: (5) COMMERCIAL TRUCKS

QTY: 1 2011 FORD F-150 4X4

QTY: 1 2004 FORD F-350 4X4

QTY: 1 2000 FORD F-250 4X4

QTY: 1 1997 FORD F-250 4X4

QTY: 1 1996 FORD F-350 4X4

QTY: (4) COMMERCIAL TRAILORS

QTY: 1 2009 22FT

QTY: 1 2011 20FT

QTY: 1 2008 16FT

QTY: 1 2010 12FT

BRANDON D. HOLT

224 Arrowhead Drive, Berea, Kentucky, 40403 BRANDONDHOLT93@gmail.com | 859-582-5309

OBJECTIVE | My Objective is to become the best in my field and to be a Leader in all instances and to further make your company a success

SKILLS & ABILITIES |

- 1 Experience in operating all equipment, zero turn mowers walk behinds etc
- 2 landscape maintenance experience in operating zero-turn mowers to their capability, install/design landscape bedding
- 3 I'm a leader in my industry

EXPERIENCE | **OPERATOR/LABORER 5 YRS EXPERIENCE**
OPERATE ZERO TURN MOWERS AND WATCH OVER CREW AND MAKE DAILY DUTIES COMPLETED TO ALL SPECS. A LICENSE TO SPRAY CHEMICAL FOR WEED PREVENTION

EDUCATION | **MADISON SOUTHERN HS, BEREAS, KENTUCKY, 40403**
2012

COMMUNICATION | Work well with the community, leadership, work well with other team members

LEADERSHIP | FOREMAN

REFERENCES | SCINA LAWN CARE SERVICES
(859)302-5264
GEORGE MASSIE VETERANS HOSPITAL
(859)985-9432
DANIEL HOLT FOREMAN
(859)302-9936

DANIEL D. HOLT

107 Grant Street, Berea, Kentucky, 40403 | danielholt86@gmail.com | 859-302-9936

OBJECTIVE | • I am seeking a competitive and challenging environment where I can serve your organization and establish a career for myself.

SKILLS & ABILITIES | 1 Experience in operating all equipment, including track hoe, back hoe, bulldozer, skid steer, sky lifts, dump trucks, back dumps, front loader, can lay blacktop, have some carpentry skills, sheeps foot roller, flagging traffic, I can grout etc...

2 landscape maintenance experience in operating zero-turn mowers to their capability, install/design landscape bedding

EXPERIENCE | **OPERATOR/LABORER, GRANTS EXCAVATING**
JAN ,2006 – DECEMBER 2014

Worked on pipe crew-laying sewer/water/storm lines. I can butt weld, I check grades, can figure up storm grade formulas, I also can figure up dirt grades. I have experience laying blacktop, concrete, some carpentry, grout man holes, storm boxes, etc..

Mowed commercial property

EDUCATION | **MADISON SOUTHERN HS, BEREAS, KENTUCKY, 40403**
2005

COMMUNICATION | Work well with the community, flagging traffic, work well with other team members

LEADERSHIP | Worked as team leader/foreman

REFERENCES | **JOSHUA GABBERT, OVER BEREAS CITY SEWER PLANT**
CITY OF BEREAS, KY
859-582-8165

THURMAN MASSIE, LPN,
BEREA CBOC(VA HOSP), 869-868-8902

CHARLIE COCHRAN, FOREMAN,
GRANTS EXCAVATING, 859-582-1157

SCOTT DOUGLAS, FOREMAN,
GRANTS EXCAVATING, 859-661-2126