



**LEXINGTON**

**Bid 10-2021 Addendum 2  
D & M Mowing INC & Tree Contracting  
Supplier Response**

**Event Information**

Number: Bid 10-2021 Addendum 2  
Title: Mowing for Environmental Services  
Type: Competitive Bid  
Issue Date: 2/4/2021  
Deadline: 3/2/2021 02:00 PM (ET)

**Contact Information**

Contact: Kristie Thomas  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [kthomas@lexingtonky.gov](mailto:kthomas@lexingtonky.gov)

## D & M Mowing INC & Tree Contracting Information

Contact: Dale Swartz  
Address: 5747 MAYSVILLE RD  
CARLISLE, KY 40311  
Phone: (859) 289-5827  
Email: dmmowing.swartz@gmail.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Dale Swartz

*Signature*

*Submitted at 3/1/2021 11:31:38 AM*

dmmowing.swartz@gmail.com

*Email*

## Response Attachments

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### 10-2021 Addendum 1 2.pdf

Addendum

### response.pdf

supplier response

### addendum 2.pdf

addendum 2

### bid #10-2021.pdf

bid #10-2021



**ADDENDUM #1**

Bid Number: **#10-2021**

Date: February 16, 2021

Subject: **Mowing for Environmental Services**

Address inquiries to:  
Kristie Thomas  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Ionwave Question:

Can you provide Bid Tabulation from last time this was out for bid?

Bid Tabulation 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: D & M Mowing Inc

ADDRESS: 5747 Maysville Rd. Carlisle, KY 40311

SIGNATURE OF BIDDER: Donnie Swartz



**BID 26-2017 MOWING FOR ENVIRONMENTAL SERVICES  
BID TABULATION**

	BID PACKAGE																
	SOC SERV & PSOC	FIRE	MAN O'WAR	CITATION	CENTRAL	NORTH 1	NORTH 2	EAST 1	EAST 2	EAST 3	WEST 1	WEST 2	SOUTH 1	SOUTH 2	SOUTH 3	SOUTH 4	SOUTH 5
CONTRACTOR																	
Simple Image LLC	NB	NB	NB	NB	NB	NB	3240.00	NB	NB	5450.00	5122.50	1365.00	3240.00	NB	4640.00	NB	NB
SCINA Lawncare Services	300.00	275.00	2775.00	1776.00	373.00	1134.00	501.00	864.00	882.00	960.00	801.00	250.00	547.00	1215.00	759.00	1023.00	154.00
Greenscapes Turf and Landscape LLC	550.00	NB	NB	883.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
W.L. Davis Enterprise LLC	625.00	170.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
Young Life Construction & Demolition LLC	350.00	95.20	2878.40	2472.40	386.40	1058.40	467.60	806.40	823.20	896.00	747.60	218.40	478.80	1134.00	708.40	954.80	134.40
Edgington Mowing Service Inc.	1562.50	340.00	4523.20	4238.40	1132.00	3274.00	1503.00	1764.00	1764.00	2058.00	2133.00	702.00	1638.00	2299.50	1689.00	1875.50	480.00
Casey's Custom Mowing	NB	119.00	NB	NB	621.00	NB	668.00	NB	NB	1120.00	934.50	273.00	NB	NB	1138.50	1534.50	168.00
Green Solutions Landcare	425.00	112.20	3495.20	2913.90	803.00	1683.90	1085.50	1584.00	1640.60	1358.60	1213.50	483.60	1010.70	1766.00	1272.50	1503.00	234.30
McGee Springs Inc.	750.00	241.40	9149.20	6622.50	1237.20	2546.00	833.40	1497.60	1493.20	1522.00	1621.50	709.80	1187.10	2825.90	1230.60	1885.90	295.20
Wright's Home Improvement and Mowing LLC	NB	NB	8224.00	5298.00	1932.00	2946.00	1632.00	1944.00	NB	1964.00	2211.00	NB	1782.00	2494.00	1685.00	1886.00	471.00
Mow Edge Blow Lawn Service	562.50	255.00	NB	NB	NB	NB	862.60	1425.60	NB	NB	1419.00	NB	1161.90	NB	NB	NB	429.30
Creative Design Landscapes LLC	412.50	112.20	NB	NB	NB	NB	555.60	820.80	NB	927.30	808.50	NB	NB	NB	742.00	NB	222.30
Happy's General Contracting & Maintenance	365.00	225.00	2280.00	2208.00	759.00	2079.00	755.00	1584.00	1633.00	1761.00	1469.00	429.00	941.00	1018.00	632.00	1492.00	270.00
ZKB Service LLC	1250.00	391.00	6682.00	5739.50	1401.00	3480.00	1730.00	2664.00	2752.00	2978.50	2490.00	780.00	1710.00	2907.00	2362.00	3174.00	552.00
Lexington Landscape and Maintenance	337.50	299.20	3084.00	2030.90	414.00	1285.20	567.80	979.20	999.60	1088.00	907.80	280.80	615.60	1377.00	860.20	1159.40	172.80
Gateway Lawn Care LLC	600.00	217.60	5345.60	4238.40	883.20	2090.60	903.20	1569.60	1496.00	1544.80	1656.60	421.20	1094.40	1944.00	1518.40	1720.80	307.20
Landscape Supply & Design	562.50	170.00	4009.20	3973.50	621.00	1767.50	751.50	1296.00	1323.00	1440.00	1201.50	351.00	769.50	1822.50	1138.50	1534.50	216.00



**ADDENDUM #2**

Bid Number: **#10-2021**

Date: February 23, 2021

Subject: **Mowing for Environmental Services**

Address inquiries to:  
Kristie Thomas  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Mowing area for the South package has been revised. Omit from Bid Package: South on Specifications page 32, Line ID 12, ROW Buckhorn Dr. decreasing South Roads total to 91.7 and Bid Package South Total Acreage to 109.3. Revised map 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: D & M Mowing Inc.

ADDRESS: 5747 Maysville Rd. Carlisle, KY 40311

SIGNATURE OF BIDDER:





**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 4, 2021

## INVITATION TO BID #10-2021 Mowing for Environmental Services

**Bid Opening Date:** February 25, 2021      **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:** N/A      **Pre Bid Time:** N/A  
**Address:** N/A

Sealed bids will be received via Ion Wave, until **2:00 PM**, prevailing local time on **2/25/2021**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

**Ion Wave**  
<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: Various Locations, Lexington, KY

<p><b>Check One:</b>  <input checked="" 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>  <u>1</u> 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 type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>		

Submitted by: D&M Mowing Inc.  
*Firm Name*

5747 Maysville Rd.  
*Address*

Carlisle KY 40311  
*City, State & Zip*

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

  
**Signature of Authorized Company Representative – Title**

Dale Swartz  
*Representative's Name (Typed or printed)*

859-351-4842  
*Area Code - Phone – Extension*      *Fax #*

dmmowing.swartz@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, Dale Swartz, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Dale Swartz and he/she is the individual submitting the bid or is the authorized representative of D & M Mowing Inc. 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. Dale Swartz

**STATE OF** Kentucky

**COUNTY OF** Nicholas

The foregoing instrument was subscribed, sworn to and acknowledged before me by Dale Swartz on this the 22nd day of February, 2021.

My Commission expires: 02/24/2024

Cynthia J. Surman  
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  \_\_\_\_\_ No  \_\_\_\_\_



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

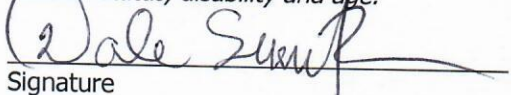
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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 disability.*
- 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, veteran status, disability and age.*

  
Signature

D & M Mowing Inc.

Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

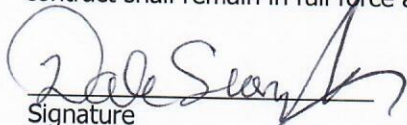
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. 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



02/22/2021

Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: D & M Mowing Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			1														1
Professionals			1														1
Superintendents		1															1
Supervisors		1															1
Foremen		1															1
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1														1
Skilled Craft						1											1
Service/Maintenanc		1		1													2
<b>Total:</b>																	

Prepared by: Dale Swartz Vice-President Date: 02 / 22 / 2021  
 (Name and Title)

Revised 2015-Dec-15



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 10-2021

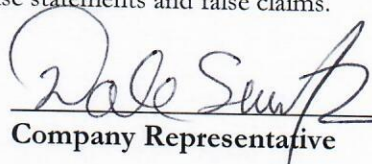
The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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. N/A				
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.

D & M Mowing Inc.  
**Company**

02/22/2021  
**Date**

  
**Company Representative**

Vice-President  
**Title**



**LEXINGTON**

**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 10-2021

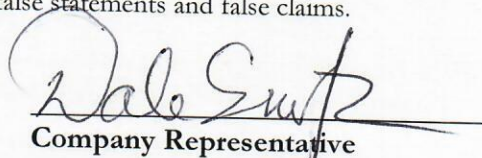
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MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

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.

D & M Mowing Inc.  
Company

02/22/2021  
Date

  
Company Representative

Vice-President  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 10-2021

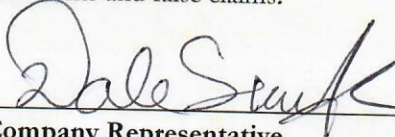
The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval.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

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. N/A					
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.

D & M Mowing Inc.  
Company

02/22/2021  
Date

  
Company Representative  
Vice-President  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 10-2021

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b> D & M Mowing Inc	<b>Contact Person</b> Dale Swartz
<b>Address/Phone/Email</b> 5747 Maysville Rd. Carlisle, KY 40311 859-351-4842 dmmowing.swartz@gmail.com	<b>Bid Package / Bid Date</b> Bid #10-2021 Bid date Feburary 25,2021

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/A								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

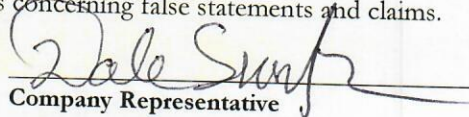
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

D & M Mowing Inc.

Company

02/22/2021

Date

  
Company Representative

Vice-President

Title





# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 10-2021

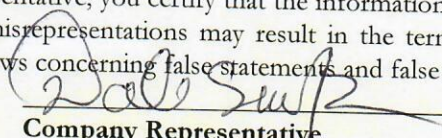
Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

D & M Mowing Inc.  
Company

  
\_\_\_\_\_  
Company Representative

02/22/2021  
Date

\_\_\_\_\_  
Vice-President  
Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 10-2021

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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 and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

N/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 and Veteran-Owned businesses to participate.

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

N/A Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

N/A Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

N/A 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.

N/A Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

N/A Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

N/A Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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.

N/A Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses 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/A 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

N/A Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

N/A Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

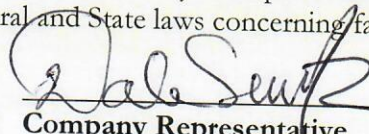
N/A Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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.

D & M Mowing Inc.  
Company

02/22/2021  
Date

  
Company Representative  
Vice-President  
Title

**F.1 COST OF SERVICE SUBMITTAL FORM**

**ENVIRONMENTAL SERVICES TURF MOWING BID**

CONTRACTOR NAME: D & M Mowing Inc.

**\*\* ROUND BIDS TO THE NEAREST DOLLAR.**

	<u>BID PACKAGE</u>	<u>\$/ACRE FOR A SINGLE MOW**</u>
1.	Man O War	\$ <u>49.90</u>
2.	New Circle	\$ <u>100.00</u>
3.	Citation – Iron Works	\$ <u>44.00</u>
4.	North	\$ _____
5.	Northeast	\$ _____
6.	East	\$ _____
7.	West	\$ _____
8.	South	\$ _____
9.	Southwest	\$ _____

**F.2 REFERENCES WITH PAST WORK EXPERIENCE SUBMITTAL FORM**

**ENVIRONMENTAL SERVICES TURF MOWING BID**

CONTRACTOR NAME: D & M Mowing Inc.

List 10 REFERENCES (Include LFUCG if a past client. If you worked for more than one division you can include each division as a separate reference.)

Use multiple pages as necessary.

For each reference – include:

- a. Customer Name
- b. Best Contact Name
- c. Phone Number and/or Email
- d. Years working for that customer (e.g. 2019-2020)
- e. Approximate # of acres that were under that contract

**ATTACH THIS SHEET TO THE FRONT OF YOUR LIST**

**YOUR LISTS CAN BE HANDWRITTEN OR TYPED BUT MUST BE LEGIBLE**

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D&M Mowing, INC  
&  
Tree Contracting

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Dale Swartz  
Vice-President

5747 Maysville Road  
Carlisle, KY 40311  
859.289.5827  
dmmowing.swartz@gmail.com

To Whom It May Concern:

References for Bid #10-2021

Bluelicks State Park 2012 thru 2021 (still ongoing)  
Chad Mitchell 859-289-5507

Department of Transportation 2005-2020 (still ongoing) Matthew Bland 859-246-2355  
ext. 248

LFUCG 2005-2009 Kevin Kewin

Thank you,

Dale Swartz

**F.3 QUALIFICATIONS AND STAFFING SUBMITTAL FORM**

**ENVIRONMENTAL SERVICES TURF MOWING BID**

CONTRACTOR NAME: D & M Mowing Inc.

Attach a list of all key staff members detailing their years of experience in the landscape/turf industry. Include any college degrees in turf management, horticulture or related field.

List the average number of seasonal/part-time employees that your company hires on an annual basis.

Designate the name and contact information for the main contract contact AND the day-to-day manager. They can be the same person.

**ATTACH THIS SHEET TO THE FRONT OF YOUR LIST**

**YOUR LISTS CAN BE HANDWRITTEN OR TYPED BUT MUST BE LEGIBLE**

---

D&M Mowing, INC  
&  
Tree Contracting

---

Dale Swartz  
Vice-President

5747 Maysville Road  
Carlisle, KY 40311  
859.289.5827  
dmmowing.swartz@gmail.com

To Whom It May Concern:

Staff for Bid #10-2021

Dale Swartz 30 years experience  
Darren Robinson 20 years experience  
Mike Myers 20 years experience  
Michael Swartz 15 years experience

We hire approximately 25 part-time employees each year.

Main contact person is Dale Swartz 859-351-4842.

Thank you,

Dale Swartz



**F.4 EQUIPMENT SUBMITTAL FORM**

**ENVIRONMENTAL SERVICES TURF MOWING BID**

CONTRACTOR NAME: D & M Mowing Inc.

List of each piece of requested equipment to be used with this contract.

- a. List each piece of mowing equipment. Provide the manufacturer, make, and model for each mower, including the deck size and unit acres per hour capacity.
- b. Provide the number of string trimmers, including make and model.
- c. List all traffic control signs and other equipment required to meet KYDOT and MUTCD standards.

**ATTACH THIS SHEET TO THE FRONT OF YOUR LIST**

**YOUR LISTS CAN BE HANDWRITTEN OR TYPED BUT MUST BE LEGIBLE**

---

D&M Mowing, INC  
&  
Tree Contracting

---

Dale Swartz  
Vice-President

5747 Maysville Road  
Carlisle, KY 40311  
859.289.5827  
dmmowing.swartz@gmail.com

To Whom It May Concern:

Equipment for Bid #10-2021

6 EXMARK zero turn mowers Model LX35BU 605 they will mow approximately 3.5 acres per hour.

10 Stihl FS11R string trimmers

10 Begin Mowing Signs and stands

Thank you,

Dale Swartz



**LEXINGTON**

**Bid 10-2021 Addendum 2  
D & M Mowing INC & Tree Contracting  
Supplier Response**

**Event Information**

Number: Bid 10-2021 Addendum 2  
Title: Mowing for Environmental Services  
Type: Competitive Bid  
Issue Date: 2/4/2021  
Deadline: 3/2/2021 02:00 PM (ET)

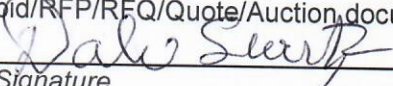
**Contact Information**

Contact: Kristie Thomas  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [kthomas@lexingtonky.gov](mailto:kthomas@lexingtonky.gov)

## D & M Mowing INC & Tree Contracting Information

Contact: Dale Swartz  
Address: 5747 MAYSVILLE RD  
CARLISLE, KY 40311  
Phone: (859) 289-5827  
Email: dmmowing.swartz@gmail.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

  
Signature

dmmowing.swartz@gmail.com  
Email

## Response Attachments

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10-2021 Addendum 1 2.pdf

Addendum