



**LEXINGTON**

## Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: August 11, 2025

### INVITATION TO BID #99-2025 Roadway Snow Removal – Under 26,000 GVWR

**Bid Opening Date:** August 29, 2025

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

**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **08/29/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Various Locations, Lexington, KY

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

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: **HOLT'S LANDSCAPE GROUP LLC**

*Firm Name*

**1009 TWILIGHT TRAIL**

*Address*

**FRANKFORT, KY 40601**

*City, State & Zip*

**Bid must be signed:**

**PRESIDENT**

*Signature of Authorized Company Representative – Title*

**LANDEN M. HOLT**

*Representative's Name (Typed or printed)*

**(502) 604-0316 - EXT. 404**

*Area Code - Phone – Extension*

*Fax #*

**LHOLT@HOLTSLANDSCAPE.COM**

*E-Mail Address*

## **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       

## **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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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, all parts to one vendor or all parts to multiple vendors.

- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be from the date of acceptance of this contract by the Lexington-Fayette Urban County Government to **June 30, 2026**. This agreement may be automatically extended for an additional **1** year(s) renewal. This contract may be canceled by either party by July 1<sup>st</sup> for the upcoming winter season after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
  - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first term of the Procurement Contract. After the initial term, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - ( ) 3. See bid specifications.
- 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 Procurement.

## EQUAL OPPORTUNITY AGREEMENT

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### 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

**HOLT'S LANDSCAPE GROUP LLC**

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

08/26/2025  
Date

# **WORKFORCE ANALYSIS FORM**

Name of Organization: **HOLT'S LANDSCAPE GROUP LLC**

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	3	2	1													2	1
Professionals	0															0	0
Superintendents	1	1														1	0
Supervisors	2	1	1													1	1
Foremen	9	3		6												9	0
Technicians	36	7		27		2										36	0
Protective Service	0															0	0
Para-Professionals	0															0	0
Office/Clerical	2	2														2	0
Skilled Craft	2			2												2	0
Service/Maintenance	0															0	0
Total:	55															53	2

Prepared by: **Landen M. Holt President** Date: **09 / 08 / 2025**  
*(Name and Title)* *Revised 2015-Dec-15*

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323



**LEXINGTON**

**MINORITY BUSINESS ENTERPRISE PROGRAM**

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women's Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # **99-2025**

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  <b>NA</b>				
2.  <b>NA</b>				
3.  <b>NA</b>				
4.  <b>NA</b>				

The undersigned company representative submits the above list of MDWBE and veteran 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.

**HOLT'S LANDSCAPE GROUP LLC**

Company

**09/08/2025**

Date

**LANDEN M. HOLT**

Company Representative

**PRESIDENT**

Title

**LFUCG MWDBE SUBSTITUTION FORM****Bid/RFP/Quote Reference # 99-2025**

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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

<b>SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email</b>	<b>DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email</b>	<b>Work to Be Performed</b>	<b>Reason for the Substitution</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1.  <b>NA</b>					
2.  <b>NA</b>					
3.  <b>NA</b>					
4.  <b>NA</b>					

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.

**HOLT'S LANDSCAPE GROUP LLC**

Company

**09/08/2025**

Date

**LANDEN M. HOLT**

Company Representative

**PRESIDENT**

Title

## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.



9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit 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 review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

 Click or tap here to enter text. 

## 2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

## 3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 Click or tap here to enter text. 

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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.

**HOLT'S LANDSCAPE GROUP LLC**

**Company**

**08/26/2025**

**Date**

**LANDEN M. HOLT**

**Company Representative**

**PRESIDENT**

**Title**

4870-1925-6809, v. 1

## **RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION**

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### **INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

### **FINANCIAL RESPONSIBILITY**

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

### **INSURANCE REQUIREMENTS**

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

### Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Excess Liability	\$5 million

The policies above shall contain the following conditions:

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

### Renewals

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

## Deductibles and Self-Insured Programs

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

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

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

## Safety and Loss Control

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

## Verification of Coverage

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

## Right to Review, Audit and Inspect

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

## **DEFAULT**

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



00470806

## Background

The Lexington Fayette Urban County Government (LFUCG) seeks to procure the services of a firm, or group of firms, to provide additional snow and ice removal operations along collectors and local (neighborhood) roads in Lexington. The LFUCG reserves the right to award contracts to multiple vendors.

LFUCG is seeking to establish unit price contracts for snow and ice removal equipment to supplement LFUCG resources. The vendors selected are offering to provide fully equipped and staffed vehicles on an on-call and as needed basis. ***As such, under this contract there WILL NOT be any fit-up cost reimbursement nor any annual guaranteed minimum contract amounts.***

It is anticipated that these snow and ice removal services will be utilized as needed if/when LFUCG internal resources need supplementing due to the specific weather event.

LFUCG understands that many vendors such as landscaping/mowing contractors, general contractors, or property management companies that are potential vendors may have "Standing Contracts" that need to be serviced during winter weather events that could conflict or reduce potential response resources. LFUCG understands and is seeking vendors that may have sufficient availability to support LFUCG under two response categories: "**Event Response Phase**" and "**Post Event Cleanup Phase**". Vendors should indicate the number of vehicles available by phases of response on the price submittal.

LFUCG will assign contracted units to a group of streets by providing strip maps with turn-by-turn directions to follow.

Salt and other materials to treat the roadways will be provided by the LFUCG. LFUCG salt barns are located at 1791 Old Frankfort Pike and Brine Pl, West Hickman Treatment Plant, Brannon Rd. Nicholasville Ky. The brine facility is adjacent to the West Hickman Salt Barn.

The LFUCG Division of Streets and Roads administrative offices are located at 1555 Old Frankfort Pike.

Contractor trucks will be directed to stage at either the West Hickman or Old Frankfort salt barns.

The selected vendor(s) will provide this support over a one-year term. All equipment must be available and remain in working order and available to LFUCG for contracted snow removal services from November 1 to April 15 of each contract term.

## Scope of Work:

The contractor will provide a fully functional vehicle equipped with a plow and salt spreader. LFUCG will provide and load salt for use exclusively on the designated routes.

LFUCG will provide each vehicle/operator with a route map of designated streets to be plowed and treated. Each vehicle/operator must register upon arrival at the Old Frankfort Pike Salt Dome. Each vehicle/operator will as directed provide snow removal and roadway salt treatment to the assigned streets. Returning to the salt dome as needed for additional salt.

LFUCG personnel will be performing Quality Assurance and Route Compliance checks on contractors. Failure to comply with assigned route limits or minimum snow removal expectations may result in removal of that vehicle/operator from operations.

## **Vehicle Specifications:**

**GROSS VEHICLE WEIGHT (GVW):** GVRW less than 26,000 pounds

**Plow Truck/Vehicle** - 1 ton or larger with 4WD, compliant with all applicable statutes and regulations for the vehicle.

**Plow Size/Blade** – 7' or larger.

**Salt Spreader** - 1.75 Yard capacity or greater.

**Warning Lights** – Roof or High mounted, Yellow or White, Flashing or Strobe, Visible from all sides.

**INITIAL INSPECTION: Trucks** shall be of good general appearance, be free of human graphic art (Company logos and graphics are acceptable), be in excellent mechanical condition, and be approved for use by a LFUCG inspection team.

Vendors that are selected and awarded contracts shall upon request provide a written list of trucks, including make and model, year, VIN and a list of proposed required attachments to the trucks, including make and model numbers of vehicles proposed to provide services under the contract.

Vendor vehicles and equipment (snow plow, hopper boxes, etc) shall be subject to inspection whenever reporting for a shift. Equipment must pass LFUCG's inspection and these requirements prior to being released to perform contracted services. Vehicles, Equipment, or Drivers failing to meet these requirements will be rejected. Providing Vehicles, Equipment, or Drivers failing to meet the contract requirements may be subject to contract cancellation.

Any repairs or equipment parts required by the LFUCG inspection team, for passage of the inspection, shall be the responsibility of the Contractor and will be incidental to the bid submitted.

**HYDRAULICS:** Trucks shall have the necessary hydraulic, electrical and structural modifications to accommodate the specified snowplow, ground speed control unit, liquid chloride solution dispensing unit, and V-box hopper spreader. Subject to inspection and operational demonstration/testing by LFUCG to ensure safe and proper operation.

**SALT LOADING OPERATIONS:** LFUCG will provide operators with a handheld 2-way radio connected to the LFUCG radio system at the beginning of each shift. The contractor will return the radios at the end of each shift. In addition, the contractor will provide the names and cell phone numbers of the operators to the LFUCG representative as backup.

**HEADLIGHTS:** Trucks shall be fitted with sufficient headlights/forward facing lights that will light the roadway in front of the snowplow. These lights shall be mounted and operated in a manner so as not to blind oncoming traffic and compliant with all applicable statutes and regulations.

**WARNING LIGHTING: Trucks** will be equipped with amber or white flashing lights visible from all four sides of the vehicle. Lighting shall remain activated at all times during snow removal or deicing operations.

**MISCELLANEOUS EQUIPMENT:** Trucks shall have windshield wipers that are in good repair and that will operate under adverse snow plowing conditions. Trucks shall have excellent cab heating and defrosting systems.

LFUCG will provide magnetic signs "LFUCG Contracted Snow Removal" to be displayed on each side of the truck door or body in a highly visible location, at all times during contracted operations.

## Attachment Specifications

### HOPPER SPREADER

The spreader shall be capable of spreading granular salt in a uniform manner at specified rates typically 150 pounds for each one-lane.

### Vendor Responsibilities

**DRIVERS:** Vendor will ensure sufficient staffing for a minimum of two (2) drivers truck unit for each 24 operational period when contracted services are requested. Drivers shall possess a current valid Kentucky Motor Vehicle license of the specific class required to operate subject truck. Provide drivers that are citizens of the United States of America or are legally allowed to work in the United States, and meet the minimum guidelines as outlined in 601 KAR 1:005 Section 2 (1-11). For a copy of this regulation go to the link provided below:

<http://www.lrc.state.ky.us/kar/601/001/005.htm>

Proof of citizenship or work status shall be provided upon demand by the LFUCG. If at any time the vendor is found to have hired a driver who does not meet the above qualifications, this contract can be terminated by the LFUCG with no penalty or additional cost to the LFUCG. LFUCG also reserves the right to request contract funds to be refunded back to the LFUCG should such a cancellation occur. Each year the vendor shall provide LFUCG with a copy of all drivers' valid operator licenses upon request. All drivers must keep a physical copy of their operator's license on them at all times while performing contract operations. Drivers will be required to present their license at the commencement of each contracted shift.

Vendor will train drivers in the operation of all snow and ice equipment. Drivers are to arrive at the base of operation with working knowledge of all truck equipment. Drivers who do not have working knowledge of all equipment shall not operate truck and equipment. Vendor shall be notified by the LFUCG of the situation, and vendor shall provide a replacement driver within 2 hours. A vendor shall be assessed a \$250.00 penalty for each occurrence and \$250.00 per hour for each hour past the allotted two-hour time period. This penalty shall be deducted from the expenses paid to the vendor by LFUCG.

Vendor's drivers may be requested to operate the snow and ice unit in adverse weather conditions, twenty-four (24) hours a day, seven (7) days a week, including holidays, if necessary. Operators shall comply with all laws and regulations governing the operation of their trucks. This may require backup operators in order to provide a continuous operation.

NOTE: Drivers are only allowed to operate trucks for a maximum of twelve (12) continuous hours. Contractor shall make arrangements to rotate replacement drivers when snow and ice operations extend for periods greater than twelve (12) continuous hours.

Any driver found to be operating in violation of CDL laws and/or exceeding maximum of twelve hours shall be removed from truck and vendor assessed a penalty in the amount of \$250.00 and subject to contract cancellation.

**Event Response Phase,** shifts will typically be 10–12-hour shifts. The contractor may substitute and swap out drivers if needed but all new drivers must check in with LFUCG Supervisor at the Staging area to verify licensure before swapping. Reimbursement is based solely on the number of vehicle in service and not drivers used.

**Post Event Cleanup Phase,** shifts will typically be 8-10 hour shifts.

Vendors are responsible for ensuring that no drivers exceed any statutory or safe drive time limits. This includes work occurring the same day/shift before reporting to LFUCG for contract services.

**OPERATIONS:** Vendor shall furnish additional support persons as needed at no additional cost to the LFUCG to

assist in the coordination of the operation of the trucks or to make repairs to trucks that have broken down and are not back in service in a timely manner.

Vendor shall furnish all trucks at the base of operations, unless otherwise stated. These trucks will primarily be used on collectors and local streets:

**Trucks may also be used on other routes, suitable for their operation, as determined by the LFUCG.** Truck road tractors will be permitted only if they are equal to or exceed the minimum G.V.W. requirements without modifications to meet minimum specifications.

Plowing will be defined as the plow blade being in contact with the pavement. No down time will be charged to the Vendor for reasonable replacement time. However, the Vendor is responsible for furnishing the blade at his cost. Blades shall be made of metal unless rubber is specified by the LFUCG. The LFUCG shall have the option to require use of rubber blades in lieu of metal.

Vendor shall instruct operators that they will be under the supervision and subject to the orders of the LFUCG, who will direct the time and place for the use of the Vendor's equipment and the rate of application of deicing chemicals.

Vendor shall instruct operators to inform the base of operations for those times that the truck unit is out of service, such as rest periods, lunch breaks, or other periods when the truck unit is parked. Failure to notify base of operations shall result in a penalty of \$250.00 per occurrence.

In the event a truck is taken out of service it must return in a serviceable condition within four (4) hours. If vendor fails to return truck, or provide a replacement truck unit, within the allotted time period, the vendor shall be assessed a penalty in the amount of \$500.00 per occurrence with penalty deducted from the expenses paid to the vendor by LFUCG.

Vendor's drivers shall keep the de-icing material flowing, when required, while operating on the assigned routes. In the interest of conserving salt both from an economic and from an environmental standpoint, vendors shall instruct the operators to make a concerted effort to control the use of excessive amounts of salt on the roadways through proper operational techniques.

Vendor shall require the operator of each truck unit to check in/out with LFUCG supervisor at the staging area or Salt Barn/Dome.

Vendor shall require operators to contact the LFUCG at the base of operations during snow and ice removal operations a minimum of every sixty (60) minutes via cellphone or approved two-way radio communication system to report current road conditions, salt and liquid chloride usage, operations status of the equipment, and any problem areas that are observed. Vendor trucks whose operators fail to comply with this requirement will be placed out of service from the time of the last contact with the base of operations.

Vendor shall require the operators to proceed to their assigned "Staging Area" on their assigned priority route during those periods during a snow and ice emergency event when Vendor's operators are asked to do so. In the event that the operators may need to deviate from this procedure, they must notify the LFUCG's base of operations via cellphone or approved two-way radio communication system prior to their deviation and again when they return to the designated area. If for any reason during this period the operator does not respond to a callback from the base of operations, the truck will be placed out of service from the time of the last contact with the base of operations.

**The LFUCG's supervisor's log will be the document used to determine the Contractor's payment for each pay period.** It is the vendors responsibility to ensure their drivers properly check in/out with LFUCG supervisor to accurately document contracted hours of operation for invoicing.

Vendor shall provide the name and phone number of a contact person who will be on call on a twenty-four (24) hour basis. This person will be responsible for calling out each operator of the Vendor upon request from the LFUCG. Vendor shall provide the phone number of the operators of each truck that is on call for snow and ice removal.

Vendor shall hold the LFUCG and all its officers, agents, and employees harmless from all suits, actions, or claims of any character brought on account of any injury or damages sustained by any person or property from any actions or of any negligence in performance of the above-named equipment.

**PROOF OF OWNERSHIP:** Vendor shall upon request furnish proof of ownership or possession for each piece of equipment. This will include:

The vendor is responsible for ensuring any and all sub-contractor's trucks meet all contract requirements including but not limited to, licensing, registration, and insurance.

If/when applicable - All DOT numbers will be checked prior to award. Companies shall be in good standing on all Motor Carrier license(s) to include all taxes and fees. Prior to an award, if a company is not in good standing, the vendor will be notified in writing and given an opportunity to become compliant with all license(s) to include all taxes and fees required to operate. If at any time during the contract period a vendor is not in good standing, the LFUCG reserves the right to offset monies due the vendor in order to satisfy any vendor debt owed to the LFUCG. Furthermore, the LFUCG reserves the right to cancel the contract for vendor's failure to adhere to and perform per the contract terms, conditions, and specifications.

Use of sub-contractors is at LFUCG's discretion and approval: If using sub-contracts, the vendor is required to submit a list of subcontractors with a contact name and phone number with bid submission. Only approved sub-contractor equipment and personally may be used. The vendor is responsible to ensure all sub-contractor information remains accurate for the entire term of the contract. If sub-contracted equipment or personnel arrives for an event and they have not been previously submitted and approved, the vendor shall be assessed a \$250.00 penalty, and \$250.00 penalty per hour until an approved equipment or driver arrives to perform the contracted service.

**EQUIPMENT:** Vendor shall furnish equipment that is in good mechanical working condition with all maintenance and repairs including all fuel and lubrication necessary for its operation.

The LFUCG reserves the right to provide AVL (Automatic Vehicle Location) and/or GPS equipment to the vendor for installation or plug in on the Vendor's truck in conjunction with the Snow and Ice Removal Program. The AVL/GPS equipment shall be the property of the LFUCG, and the equipment shall be returned to the LFUCG at the end of the contract period. LFUCG shall be responsible for installation, maintenance, and removal of said equipment.

The Vendor will be granted access to LFUCG's web site for purposes of monitoring vendor's own trucks' activities and performance data during operations for LFUCG.

The Vendor shall be responsible for any damage to the AVL or GPS equipment beyond the normal wear and deterioration of the equipment.

**LICENSING: Trucks** shall be properly registered as required by KRS 186.050 and in compliance with KRS 189.222 throughout the entire year for the duration of the contract. All units shall be verified for proper licenses prior to any payments. No payment will be made until verification is complete. If at any time trucks are found to not be properly licensed or insured, all payments will be stopped, the payments shall be withheld by the LFUCG, and the contract may be cancelled.

This registered weight must be greater than the combined weight of the truck, the equipment, and the maximum amount of salt specified for the truck type (i.e. highest gross weight of truck, equipment, salt, and fuel during operation).

**INSURANCE: Trucks** shall be properly insured for the duration of the contract. Evidence will be furnished to the LFUCG each year that public liability (General Liability) insurance is carried on the above equipment and their operators in the amounts listed in the attached Risk Management Provisions.

Vendor must submit an ACORD Certificate (or equivalent) with the certificate holder listed as:

LFUCG Div. of Central Purchasing  
200 East Main Street  
Lexington, KY 40507

Any damage claims caused to the Vendor's equipment by LFUCG-owned equipment operated by LFUCG personnel will be submitted to the LFUCG for resolution. LFUCG shall be notified at the time of the damage and photo documentation of the damage shall be collected by LFUCG at the time of the incident in order for the vendor to proceed with a claim.

**FINANCIAL CONDITION AND DISCLOSURE REQUIREMENT:** Vendor shall furnish the LFUCG with the latest and most current financial disclosure statement upon request.

## **LFUCG Responsibilities**

LFUCG shall inform the Vendor that his truck operators will be under the direct supervision of the LFUCG's supervisor at the base for operations.

LFUCG shall provide snow plowing and salting instructions to the Vendor's operators in the same manner as provided to the LFUCG's operators.

LFUCG shall furnish all de-icing materials and forms at the base for operations. At the conclusion of a callout event all salt remaining in the truck shall be unloaded at the LFUCG facility. Any de-icing material provided by LFUCG shall not be used for any other routes besides those assigned by LFUCG.

LFUCG shall furnish the Vendor's operators with their primary routes for snow and ice removal, along with an estimated time to complete plowing or salting operations and with an application rate for the de-icing chemicals that are to be applied.

A vendor performance evaluation shall be completed after each snow season.

## **Pricing**

Respondents to this solicitation shall submit their proposed pricing expressed as:

**SALTING AND PLOWING OPERATION \$ 145.00 /HR RATE per vehicle/truck provided Law finished their review of the Draft Deed.**

**Please indicate the estimated number of vehicles/trucks available for LFUCG Contract Snow Removal.**

**Event Response Phase** (Pre-treatment and active precipitation): 5

**Post Event Cleanup Phase** (Cleanup in days following, as needed): 8

Contract year is considered November 1 - April 15 each year. First year contract will begin with Council approval.

This includes all costs for operating a fully operational and equipped snow and ice truck as specified by the LFUCG. A minimum time period of four (4) hours will be guaranteed payment for each truck unit on each call-out; in addition, a two (2) hour minimum guaranteed payment shall be made if conditions require a second or subsequent shift to relieve the prior shift due to having worked the maximum number of hours per State and Federal Regulations.

Vehicles that fail equipment or driver inspections and are unable to be placed into contracted service WILL NOT be paid any minimums. It is the vendors responsibility to provide vehicles and equipment meeting all requirements of the contract.

Payment for this item will be made on a monthly basis for the hours recorded and verified in the LFUCG's logbook and the logbook of the Contractor's operator for each truck unit.

## **Changes and Modifications to the Contract**

The LFUCG reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the LFUCG will issue a Modification. The new work specified in the modification shall not commence until formal notice of the Modification is provided by LFUCG.

During the period of the contract, a modification shall not be permitted (with the exception of pricing as stated previously) in any of its conditions and specifications, unless the contractor receives electronic or written approval from the LFUCG. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the LFUCG for consideration and decision.

All equipment must be new and current model(s). The LFUCG recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the LFUCG and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

## **Invoices and Payments**

Invoices shall be prepared and transmitted to:

LFUCG Division of Streets and Roads  
1555 Old Frankfort Pike  
Lexington, KY 40504

One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

Purchase order number;  
Description of supplies or services; lane miles and locations of road segments treated or plowed  
Quantities of salt, brine or other materials used  
Unit prices; and  
Extended totals.

Invoices dated prior to date of service being billed shall not be accepted.

The vendor shall be paid for all line items upon the submission of proper invoices to the receiving agency at the



prices stipulated. Payments will be made within thirty (30) working days after receipt of a proper invoice. Official date of receipt shall be the date time stamped on the invoice by the LFUCG.

## **Subcontracts**

The vendor shall notify the LFUCG of any planned use of subcontractors in regards to the resulting contract. If the LFUCG is provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to the subcontractor. Payments shall not be made to the subcontractor by the LFUCG. Subcontractors having nonpayment issues that could not be resolved with the Vendor, should report in detail these incidents to the LFUCG Division of Central Purchasing.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants. Attached is the required affidavit regarding contractor or subcontractor employees.

The vendor is responsible for supplying the subcontractor with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.



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

**AFFIDAVIT**

Comes the Affiant, Landen M. Holt / Holt's Landscape Group LLC, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is LANDEN M. HOLT and he/she is the individual submitting the bid or is the authorized representative of HOLT'S LANDSCAPE GROUP 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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF

COUNTY OF

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Landen M. Holt on this the 26th day  
of August, 2025

My Commission expires: 7/15/27

NOTARY PUBLIC, STATE AT LARGE

KYID 73241

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