



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 5, 2018

INVITATION TO BID #48-2018 Horticultural Services

Bid Opening Date: April 19, 2018 Bid Opening Time: 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until 2:00 PM, prevailing local time on 04/19/2018. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected. All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various, Lexington, KY

Check One: Bid Specifications Met Exceptions to Bid Specifications. Proposed Delivery: N/A days after acceptance of bid. Procurement Card Usage - The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? Yes No

Submitted by: Kelly Nursery LLC

Firm Name

4182 Leestown Rd.

Address

Lexington, KY 40511

City, State & Zip

Bid must be signed: (original signature)

Handwritten signature of Cynthia Ryan Kelly, Member Kelly Nursery LLC

Cynthia Ryan Kelly Member Kelly Nursery LLC
Representative's Name (Typed or printed)

859-333-3794

Area Code - Phone - Extension Fax #

info@kellynurseryllc.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, Cynthia Ryan Kelly, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Cynthia Ryan Kelly and he/she is the individual submitting the bid or is the authorized representative of Kelly Nursery LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

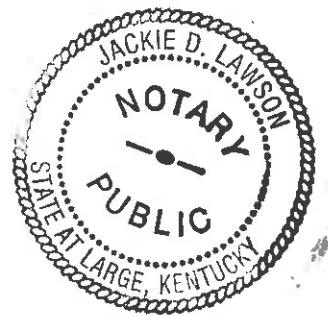
Further, Affiant sayeth naught.

[Handwritten Signature]

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Cynthia Kelley on this the 18 day of April, 2018



My Commission expires: 1/19/2020

Jackie D. Lawson  
NOTARY PUBLIC, STATE AT LARGE

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

**Kelly Nursery LLC**  
1182 Leeslown Road  
Lexington, KY 40511  
859.333.3794

### 1) STATEMENT

Since 1998 Kelly Nursery LLC has been a wholesale and re-wholesale nursery. We grow perennials, ornamental grasses, ground covers and shrubs. We re-wholesale plants sourced from nurseries across the United States. Our customers are municipalities, universities, landscape contractors, general contractors and horse farms.

### 2) REFERENCES FOR 3 JOBS PERFORMED IN PAST YEAR

A. 2017 Contract grow for 21st Century Park (The Parklands of Floyds Fork, KY) including thousands of perennials and shrubs in various sizes. Partial order of shrubs was re-wholesaled. Plants delivered. Total Project Cost=\$60,977.69 Contact: Tom Smarr [tsmarr@21cparks.org](mailto:tsmarr@21cparks.org)

B. 2017 Contract grow for Planted Earth (Cincinnati, OH) including hundreds of flats of Vinca minor. Plants delivered. Total Project Cost=\$22,415.98 Contact June Fuchs [info@planted-earth.com](mailto:info@planted-earth.com)

C. 2018 Contract growing perennials and grasses for Transylvania University through the SLAM Collaborative. Plants to be delivered Spring 2018. Total Project Cost=\$9,596.40 Contact Emily Wright [Wright@slamcoll.com](mailto:Wright@slamcoll.com)

### 3. LIST OF KEY STAFF

Todd Kelly	-Owner/Director Kelly Nursery LLC-since 1998 -Co-owner/Manager Knox Nursery (Hodges, SC)- 1990-1998 -Kentucky Nursery and Landscape Association-Member since 1999 -Central Kentucky Ornamental Turf Association-Member since 2000 -University of North Carolina (Chapel Hill) 1978-1981
Cynthia Kelly	-Owner/CFO Kelly Nursery LLC-since 1998 -Master of Fine Arts from University of Kentucky 1995 -Bachelor of Fine Arts from Miami University (Ohio) 1985
Whit Baker	-Grower/Sales assistant Kelly Nursery- since 2014 -International Plant Propagation Society: Eastern Region- Member since 2016 -National Association of Landscape Professionals - Member 2006-2012 -Accounts Manager at Klausing Group -2006-2012 -Private Garden Designer-since 1988 -Bachelor of Science (Mathematics) from Lincoln Memorial University 1992 -Bachelor of Arts (Studio Art) from Lincoln Memorial University 1992
Stephanie Hamilton	-Office manager Kelly Nursery- since 2015 -Kentucky Directors' Credential- 2013 -Bachelor of Science (Political Science) from Montana State University 1987

**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 xxx CRK    No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #48-2018 Horticultural Services"**

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction

projects are not tax exempt and are the sole responsibility of the bidder.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

*declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

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

- A. The terms of this agreement shall be for 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 3-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
  - ( ) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - ( ) 2. No provision for price change is made herein.
  - (XX) 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 Central Purchasing.



## 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

Kelly Nursery 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

SEE  
SAMPLE  
PRICE  
LIST"

# SAMPLE PRICE LIST

from Kelly Nursery LLC availability/pricing on 4.18.18

		PRICE	QUANTITY ON HAND
Chamaecyparis obtusa 'Nana Gracilis' Dwarf Slender Hinoki Cypress 48"	Tree	308	7
Chamaecyparis obtusa 'Compacta' Transplant Compact Hinoki Cypress 10-12'	Tree	1100	4
Chamaecyparis obtusa 'Compacta' Transplant Compact Hinoki Cypress 12-14'	Tree	1300	2
Chamaecyparis obtusa 'Compacta' Transplant Compact Hinoki Cypress 9-10'	Tree	835	3
Chamaecyparis obtusa 'Crippsii' Golden Hinoki Cypress 4.5-5'	Tree	169	1
Chamaecyparis obtusa 'Crippsii' Golden Hinoki Cypress 4-5'	Tree	156	7
Chamaecyparis obtusa 'Fernspray Gold' Hinoki Cypress 4'	Tree	147	5
Chamaecyparis obtusa 'Fernspray Gold' Hinoki Cypress 5'	Tree	190	5
Chamaecyparis obtusa 'Gracilis' Slender Hinoki Cypress 8-9'	Tree	247	10
Chamaecyparis obtusa 'Gracilis' Transplant Slender Hinoki Cypress 10-12'	Tree	1100	4
Chamaecyparis obtusa 'Gracilis' Transplant Slender Hinoki Cypress 16-18'	Tree	2000	1
Chamaecyparis obtusa 'Gracilis' Transplant Slender Hinoki Cypress 18-24'	Tree	3100	2
Chamaecyparis obtusa Hinoki Cypress 7'	Tree	216	3
Chamaecyparis obtusa 'Nana Gracilis' Dwarf Slender Hinoki Cypress 36"	Tree	244	7
Chamaecyparis obtusa 'Nana Gracilis' Dwarf Slender Hinoki Cypress 66-70"	Tree	303	8
Chamaecyparis obtusa 'Verdon' Hinoki Cypress 3-3.5'	Shrub	125	1
Chamaecyparis pisifera 'Cyano Viridis' Japanese Falsecypress 5-6'	Tree	326	3
Chamaecyparis pisifera 'Paul's Gold' Gold Mop False Cypress #3	Shrub	25	1
Chasmanthium (Uniola) latifolia Northern Sea Oats #1	Grass	6.50	135
Chionanthus retusus Chinese Fringe Tree #15	Tree	150	3
Chionanthus virginiana American Fringe Tree 6'	Tree	96	4
Chionanthus virginiana Multi-Stem American Fringe Tree #7	Tree	93	13
Chionanthus virginicus American Fringe Tree 3' #5	Tree	78	9
Chrysogonum virginianum 'Allen Bush' Green and Gold #1	Perennial	6.50	10
Cladrastis kentuckea American Yellowwood 1.5"	Tree	175	1
Cladrastis kentuckea American Yellowwood #15	Tree	145	5
Clethra alnifolia 'Ruby Spice' Summersweet 24"	Shrub	36	25
Clethra alnifolia 'Sixteen Candles' Compact Summersweet #3	Shrub	23	24
Clethra alnifolia Sugartina® 'Crystalina' Summersweet 24"	Shrub	36	17
Coreopsis 'Full Moon' Tickseed #1	Perennial	7	32
Coreopsis 'Red Satin' Tickseed #1	Perennial	6.50	15
Coreopsis verticillata 'Zagreb' Tickseed #1	Perennial	7	146
Cornus alba 'Bailhalo' Ivory Halo Variegated Tartarian Dogwood #2	Shrub	25	17
Cornus alba 'Bailhalo' Ivory Halo Variegated Tartarian Dogwood #5	Shrub	34	23
Cornus alba 'Bailhalo' Ivory Halo Variegated Tartarian Dogwood #6	Shrub	38	42
Cornus florida 'Cherokee Chief' Red Dogwood 1.75"	Tree	207	1
Cornus florida 'Cherokee Chief' Red Dogwood 2"	Tree	201	10
Cornus florida 'Cherokee Princess' White Dogwood 1.5"	Tree	154	21
Cornus florida 'Cherokee Princess' White Dogwood 7' #15	Tree	102	17
Cornus florida 'Comco No. 1' Cherokee Brave Dogwood #15	Tree	111	1
Cornus florida f. rubra Pink Dogwood 1.25" #15	Tree	107	3
Cornus kousa Kousa Dogwood 6'	Tree	152	14
Cornus kousa var. chinensis Multi-stemmed Kousa Dogwood 3' #15	Tree	83	10
Cornus kousa var. chinensis Multi-stemmed Kousa Dogwood 4' #15	Tree	92	10
Cornus kousa var. chinensis Multi-stemmed Kousa Dogwood 8-10'	Tree	175	20

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

4-16-18  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization:           Kelly Nursery 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		1	1													1	1
Professionals																	
Superintendents																	
Supervisors		1														1	
Foremen				1												1	
Technicians		1														1	
Protective Service																	
Para-Professionals																	
Office/Clerical			1														1
Skilled Craft																	
Service/Maintenanc				2												2	
<b>Total:</b>		3	2	3												6	2

Prepared by:           Cynthia Ryan Kelly            
 (Name and Title) *(CRK)*

Date:           4/16/18          

*Revised 2015-Dec-15*

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

**B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

**C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- (see attachment) (2)
- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
  - 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
  - 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
  - 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission



of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

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

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms 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.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

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

k. Selected portions of the work to be performed by MWDBE firms 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

l. 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.

m. 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. 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

see  
attachment  
(CRK)

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.

o. 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

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

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE 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 review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
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 is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***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. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

***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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 48

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. No subcontracting opportunities at this time.	No subcontracting opportunities at this time.	No subcontracting opportunities at this time.	No subcontracting opportunities at this time.	No subcontracting opportunities at this time.
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.

Kelly Nursery LLC  
Company

04/17/2018  
Date

Cynthia Ryan Kelly  
Company Representative *(CRK)*

Member  
Title



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 48

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.				
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.

KELLY NURSERY LLC  
Company

Cynthia Kelly  
Company Representative

4.18.18  
Date

Member  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 48

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.					
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.

KELLY NURSERY LLC  
Company

Cynthia Kelly  
Company Representative

4-18-18  
Date

MEMBER  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 48

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.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

(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.

KELLY NURSERY LLC  
Company

CYNTHIA KELLY  
Company Representative

4-18-18  
Date

MEMBER  
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 # 48

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

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.

KELLY NURSERY LLC  
Company

CYNTHIA KELLY  
Company Representative

4-18-18  
Date

MEMBER  
Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** 48

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.

\_\_\_\_\_ 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.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

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

(see attachment)  
CPK

~~XXXXX~~ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE 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.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms 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

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE 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.

\_\_\_\_\_ Kelly Nursery LLC  
Company

\_\_\_\_\_ 4.16.18  
Date

\_\_\_\_\_ Cynthia Ryan Kelly  
Company Representative

\_\_\_\_\_ Member  
Title

attachment for:  
MWDBE Participation Goals D.1,  
and E.2.g.  
and Item 7 of LEUCO Statement of  
Good Faith Efforts

**Kelly Nursery LLC  
4182 Leestown Rd.  
Lexington, KY 40511**

**04/16/2018**

**Good Faith Effort To Work With Certified MWDBE and Veteran-Owned Small Business**

Email replies to meet Certified MWDBE and Veteran-Owned Small Business Participation Goals

Kelly Nursery LLC is a wholesale nursery who typically by small plants to be grown into larger sizes. Our vendors are large out of state firms. We emailed every contact on page 18 of the Bid Package Document in an effort to meet Certified MWDBE and Veteran-Owned Small Business Participation Goals.

Please see below for correspondence with five contacts in an effort to meet Participation Goals.

In a review of the lists provided we could find no firm that could become a vendor for our type of business.

**1. From: "Eagle, Shella Jarvis (KYTC)" <Shella.Eagle@ky.gov>**  
Subject: RE: Certified MWDBE and Veteran-Owned Small Businesses  
Date: April 16, 2018 at 10:42:45 AM EDT  
To: Todd Kelly <todd@kellynurseryllc.com>  
Cc: "Youssefi, Tony T (KYTC)" <TYouseffi@ky.gov>

Todd,

I've included Tony Youssefi in this email. He is the branch manager over the KYTC DBE program and his branch will be able to assist you.

Shella Eagle  
Branch Manager  
Kentucky Transportation Cabinet  
Prequalification and Compliance Branch  
502-782-4815

From: Todd Kelly [mailto:todd@kellynurseryllc.com]  
Sent: Sunday, April 15, 2018 2:32 PM  
To: Eagle, Shella Jarvis (KYTC) <Shella.Eagle@ky.gov>  
Subject: Certified MWDBE and Veteran-Owned Small Businesses

Dear Shella,

We are a wholesale nursery and would like to locate Certified MWDBE and Veteran-Owned Small Businesses to supply starter plant material (smaller plants that are grown into larger sizes).

Please reply if you are able to recommend any business that would fit this description.

Thank You and Best Regards,

Todd Kelly  
Kelly Nursery LLC

**2. From: "Watson, Dawn (Finance)" <dawn.watson@ky.gov>**

Subject: Certified SDVOSB's

Date: April 16, 2018 at 9:25:58 AM EDT

To: "todd@kellynurseryllc.com" <todd@kellynurseryllc.com>

Cc: "Smith, Yvette (Finance EEOCC)" <Yvette.Smith@ky.gov>

Good morning Mr. Kelly,

Below are a list of certified SDVOSB's that you may be able to supply starter plant material to. Let me know if you have any questions.

- o AAECON General Contracting, LLC- Michael Lathon- (502) 821-9444- mlathon@aacong.com
- o Kistler Consulting, LLC- Eugene Kistler- (502) 572-4993- epkistler@kistlerconsultingllc.com
- o Middlefork Contracting, LLC- Willie Griffith- (606) 424-4717- middleforkcontractingllc@gmail.com
- o Semper Tek, Inc.- Scott Matheny- (859)252-8339- scottm@sempertekinc.com
- o V.C. Veterans Contracting, LLC- Kyle Conte- (859)206-1970- kyle@veteranscontractingllc.com \*(This business does roofing, but may still be interested)

Thanks so much!

Dawn Watson

Office of EEO & Contract Compliance  
Finance and Administration Cabinet  
Room 395, Capitol Annex Bldg.

Frankfort, KY 40601  
Ph: 502.564.2874  
Fax: 502.564.1055  
dawn.watson@ky.gov  
vetbiz.ky.gov

**3. From: "Weglarz, Paula (Finance EEOCC)" <paula.weglarz@ky.gov>**  
Subject: Kentucky MWBE businesses  
Date: April 16, 2018 at 9:25:03 AM EDT  
To: "todd@kellynurseryllc.com" <todd@kellynurseryllc.com>

Good morning! I'm attaching our Kentucky Minority and Women and Business Enterprise directory, per your request to our agency director, Yvette Smith.

You may search the listing and see if there are any vendors who might meet your needs.

<https://mwbe.ky.gov/Documents/2018/MWBE%20Certified%20Listing%201%202018.docx>

If you have any questions regarding the Kentucky MWBE certified listing or the MWBE certification program, please do not hesitate to contact me.

Paula M. Weglarz  
Program Coordinator  
Finance and Administration Cabinet  
Office of EEO/Contract Compliance  
702 Capital Avenue  
395 Capitol Annex  
Frankfort, KY 40601  
Phone: 502-564-2874  
Fax: 502-564-1055  
paula.weglarz@ky.gov

**4. From: "Smith, Yvette (Finance EEOCC)" <Yvette.Smith@ky.gov>**  
Subject: RE: Certified MWDBE and Veteran-Owned Small Businesses  
Date: April 16, 2018 at 9:09:42 AM EDT  
To: Todd Kelly <todd@kellynurseryllc.com>

Good morning Todd,  
I am out of the office this morning and have asked Paula Weglarz and Dawn Watson to reply. Have a great day,  
Yvette

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

From: Todd Kelly <todd@kellynurseryllc.com>  
Date: 4/15/2018 2:33 PM (GMT-05:00)  
To: "Smith, Yvette (Finance EEOCC)" <Yvette.Smith@ky.gov>  
Subject: Certified MWDBE and Veteran-Owned Small Businesses

Dear Yvette,

We are a wholesale nursery and would like to locate Certified MWDBE and Veteran-Owned Small Businesses to supply starter plant material (smaller plants that are grown into larger sizes).

Please reply if you are able to recommend any business that would fit this description.

Thank You and Best Regards,

Todd Kelly  
Kelly Nursery LLC

**5. From: Sherita Miller <smiller@lexingtonky.gov>**  
Subject: RE: Certified MBE/WBE and Veteran Owned Small Businesses  
Date: April 16, 2018 at 8:53:03 AM EDT  
To: Todd Kelly <todd@kellynurseryllc.com>

Good morning Todd,

Attached is a copy of LFUCG's certified list of minority, women and veteran owned businesses. This is an overall list of businesses with various specialties.

Contractors/suppliers who respond to LFUCG's bids and/or proposals must make a Good Faith Effort (GFE) to meet the 10% minority and women participation goal and the 3% veteran participation goal on the projects. The MWDBE participation forms must be completed and submitted with the bid/RFP response. If the goals are not met, the GFE documents must be completed in order to show were your company made the effort to subcontract.

If you have any questions or need additional lists, please feel free to contact me.

Thanks, Sherita

Sherita Miller  
Minority Business Enterprise Liaison  
Central Purchasing

859.258.3323 office  
lexingtonky.gov



**LEXINGTON**

From: Todd Kelly <todd@kellynurseryllc.com>  
Sent: Sunday, April 15, 2018 1:26 PM  
To: Sherita Miller <smiller@lexingtonky.gov>  
Subject: Certified MBE/WBE and Veteran Owned Small Businesses

[EXTERNAL] Use caution before clicking links and/or opening attachments.  
Dear Sherita,

We are preparing Bid Number: Bid 48-2018 Bid Title: Horticultural Services and are trying to locate Certified MBE/WBE and Veteran Owned Small Businesses to use as subcontractors. We are a wholesale nursery and as such use no subcontracting services; so I don't know if this provision applies to us. If, by chance, you know of any of the above small businesses that Kelly Nursery could use, then please reply with the contact information.

Thank You and Best Regards,

Todd Kelly