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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **#84-2015**

Date: June 8, 2015

Subject: Man O War Boulevard Landscape

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Please note that the bids are due at the Division of Purchasing by **2:00pm on June 18<sup>th</sup>**. All questions must be made to Division of Purchasing by 2:00pm on June 9<sup>th</sup> and the final addendum will be issued on June 11<sup>th</sup>. Due to the timeframe for completion of this project no extension of these deadlines will be made.
2. Pre-bid sign-in sheet is attached.

**SPECIFICATIONS**

1. Bonding is required for this project.
  - a. For bid bond requirements see Part 1 ADVERTISEMENTS FOR BIDS, Section 7 BID SECURITY and Part 2 INFORMATION FOR BIDDERS, Section 5 BID SECURITY of the specifications.
  - b. For performance and payment bond requirements see Part 2 INFORMATION, Section 10 SECURITY FOR FAITHFUL PERFORMANCE of the specifications.
  - c. A certified cashier's check can be accepted for the required bonds.
  - d. To help contractors estimate bonding requirements, the LFUCG anticipates the cost for this project to be in the range of \$200,000-\$230,000 .
2. Project timeline and schedule:
  - a. Delete Part 6 CONTRACT AGREEMENT, Section 2 TIME OF COMPLETION and replace with the following:  
"2. TIME OF COMPLETION  
The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is to begin in accordance with the Notice to Proceed provided by the OWNER and conclude on October 9, 2015."
  - b. The Notice to Proceed is expected the week of June 22<sup>nd</sup>.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

Bid Number: **#84-2015**

Date: June 10, 2015

Subject: Man O War Boulevard Landscape

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**SPECIFICATIONS**

1. In Part 1 ADVERTISEMENT FOR BID, Section 7 TIME OF COMPLETION AND LIQUIDATED DAMAGES, remove the value \$200.00 and replace with \$500.00.
2. In Part 3 FORM OF PROPOSAL, Section 5 STATEMENT OF BIDDER'S QUALIFICATIONS #8, add the clarification "in the past five years" after the word Bidders.
3. All work shall be performed in Right-of-Way. The Contractor shall not go onto private property.
4. Permits
  - a. The Contractor is required to obtain applicable permits per Part 4 GENERAL CONDITIONS, Section 5.10 Permits including but not limited to:
    - i. The Contractor will be required to obtain the Land Disturbance Permit through the Division of Engineering.
    - ii. The Contractor will be required to obtain a Lane Closure Permit for any lane closures required to perform the work through the LFUCG Division of Traffic Engineering.
5. In the Technical Specifications Section 329300 Plants, 1.02 QUALITY ASSURANCE, add the following language:  
"Minimum Experience: Contractor shall have performed 3 projects of similar scope within the past five years, however, the LFUCG reserves the right to award contract based on the best interest of the government."
6. Add the following language to Section 329300 Plants 3.04 PREPARATION:  
"H. Work shall be staged to minimize the amount of bare soil exposed at any given time."

I. All bare soil within 10 feet of a sidewalk, roadway, or storm drain shall be fully covered each night with straw, mulch, wood chips, or temporary erosion control or coir fiber blanket (can be reused).

J. Roads and sidewalks shall be kept clear of dirt and debris. Any loose dirt or debris shall be swept up each evening, and before a rain event.

K. The use of augers is prohibited."

- 7. Add the following language to Section 329300 Plants 3.04 INSTALLATION A:  
"All trees shall be installed at or slightly above grade with the trunk flare visible."
- 8. Add the following language to Section 329300 Plants 3.04 INSTALLATION E:  
"Mulch shall not be placed against the trunk and mulch volcanoes are prohibited."
- 9. Pre-purchased Plant Material
  - a. The City has pre-purchased some plant material for use on this project (see Addendum #1)
  - b. Add the following language to Section 329300 Plants 1.04 DELIVERY, STORAGE, AND HANDLING:  
"The Contractor shall be responsible for picking up all plant material that has been pre-purchased by the City at the nursery at 1313 Old Frankfort Pike. The Contractor shall notify the City at least 2 business days in advance to schedule the pick-up. The City representative shall be present during the pick-up of the pre-purchased material. At pick-up, a complete and thorough examination of the pre-purchased plant material will be completed by the Contractor and the City representative. After this examination and notation of existing conditions, the pre-purchased plant material will become the Contractor's responsibility through project completion and the extended maintenance period. Should any damage occur to the pre-purchased plant material following the examination period and prior to the completion of the extended maintenance period, the contractor shall held be responsible pursuant to other applicable sections of this Specification. Following the extended maintenance period, the responsibility for all pre-purchased material will be returned to the City and the Contractor will not be required to provide any warranty for the pre-purchased material."




Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Pack's Nursery and Landscaping LLC

ADDRESS: PO Box 840 (41600 Hustonville Rd) Junction City KY 40440

SIGNATURE OF BIDDER: 

proposed substitution achieves equal or superior results. However, the Contractor should not assume substitutions will be allowed for bidding purposes.

**PLANS**

- 4. In the Planting Schedule: The Hamerocalis/ Narcisissus/ Crocus blend should consist of equal numbers of each of the following plants:
  - a. 1 gal. container: Happy Returns Daylily
  - b. 1 gal. container: Stella D'Oro Daylily
  - c. Bulb: yellow daffodil
  - d. Bulb: crocus
  - e. It is intended that the daylilies will be fully rooted plants and the daffodils and crocus will be bulbs to be planted in the fall for spring growth.



Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Pack's Nursery and Landscaping LLC

ADDRESS: PO Box 840 (41600 Hustonville Rd) Junction City KY 40440

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

Bid Number: **#84-2015**

Date: June 16, 2015

Subject: Man O War Boulevard Landscape

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Bid opening has been extended to June 24, 2015, 2:00 pm.

**SPECIFICATIONS**

1. The Contractor shall include the Maintenance of Traffic subcontractor information, per Part 3 FORM OF PROPOSAL, section 6 LIST OF PROPOSED SUBCONTRACTORS AND PLANT MATERIAL SUPPLIERS.
  - a. Per Kentucky Transportation Cabinet regulations the Maintenance of Traffic installation is required to be inspected by a certified Work Zone Traffic Control Supervisor.
  - b. The Contractor shall provide the Certified Work Zone Traffic Control Supervisor. The Certified Work Zone Traffic Control Supervisor shall be required to insure all Maintenance of Traffic Installations meet KTC regulations and to provide proof of compliance.
2. Part 4 GENERAL CONDITIONS, Section 5.17 Erosion and Sediment Control: The intent of this section and requirements is to control erosion and sediment of areas disturbed as a result of creating planting beds or installation of planting materials. The Contractor shall comply with requirements of the LFUCG Stormwater Manual, latest edition- Erosion and Sediment Control Chapter. This may include means and methods of preventing erosion such as silt fence, checks, etc and will include permitting requirements outlined in the Stormwater Manual. Reference is also made to all Plan and Addendum notes with regards to control of silt, mud, debris, etc and onto adjacent properties, streets, and roads. Contractor may also reference Article 10, Division 5 Reduction of Soil Erosion of the LFUCG Code of Ordinances for additional information.
3. In Technical Specifications Section 329300 Plants, 2.04 ACCESSORIES:  
Substitutions for planting accessories including peat moss will be considered during the submittal process of the contract. The Contractor will be required to provide proof that

- c. Substantial Completion is estimated to be September 25<sup>th</sup>.
  - d. The maintenance period will extend to November 15, 2015 per Specification Section 329300 3.05 A of the Technical Specifications.
  - e. The contractor shall provide a detailed project schedule in accordance with Part 4 GENERAL CONDITIONS, Section 2.6 Submittal of Schedules.
3. Plant Substitutions
    - a. It is strongly suggested that desired plant substitution requests be made by June 9<sup>th</sup> as there is not a guarantee that substitutions will be accepted during the project.
  4. Permits
    - a. The Contractor is required to obtain applicable permits per Part 4 GENERAL CONDITIONS, Section 5.10 Permits.
      - i. The City has submitted for the Transportation Cabinet Encroachment Permit and will supply that permit to the Contractor.
      - ii. All permits must be on site at all times during work.
  5. Erosion Control
    - a. The Contractor is required to provide erosion and sediment control as described in Part 4 GENERAL CONDITIONS, Section 5.17 Erosion and Sediment Control.
  6. Soil amendments
    - a. The City has performed soils testing for the site.
      - i. The test results indicate adequate phosphorous and potassium.
      - ii. In the Technical Specifications, Section 329300 Plants, 2.03 Topsoil, remove the language "with acidity range of between pH 6.0-6.8".
      - iii. In the Technical Specifications, Section 329300 Plants, 2.04 Accessories, remove the language "containing 5% nitrogen, 10% phosphoric acid, and 5% potash" and replace with "containing 34% nitrogen, 0% phosphoric acid, and 0% potash"
      - iv. The complete soils test results will be provided to the awarded contractor.
  7. Weed Control Barrier
    - a. Weed control barrier will not be used on this project. Delete all references to weed control barrier within Section 329300 Plants in the Technical Specifications.
    - b. Pre-emergent herbicide will be used on this project as detailed in Section 329300 Plants in the Technical Specifications.
  8. Public Art coordination
    - a. The LexArts group is coordinating a public art installation piece that may be located within the project site. Determination of exact site location and size will not be concluded until after this project has been awarded. Contractors should be aware that there may be coordination required between the Contractor, City, LexArts, and the selected public artist at some point during this project.
  9. Pre-purchased Plant Material
    - a. The City has pre-purchased some plant material for use on this project. Addendum #2 will be issued describing the method for delivery/ pick-up, warranty, Contractor care of and responsibility for pre-purchased material.
    - b. The City has pre-purchased all of the trees required for this project.

10. Coordination with Arborist

a. Add the following language to Section 329300 Plants 1.02 QUALITY ASSURANCE:

"E. Coordination with City arborist:

1. All tree plantings shall be performed under the direct supervision of the City arborist. No tree plantings shall be accepted if they occur without the presence of the City arborist.
2. The Contractor shall notify the City arborist at least 2 business days in advance of the tree planting operations, to insure the arborist will be present during planting.



Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Pack's Nursery and Landscaping LLC

ADDRESS: PO Box 840 Junction City, KY 40440

SIGNATURE OF BIDDER: 



**PART III**

**Invitation to Bid No. 99-2015**

**Man O War Boulevard Landscape**

1. **FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 7/5/15

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Pack's Nursery and Landscaping LLC  
PO Box 840 Junction City, KY 40440  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Pack's Nursery and Landscaping LLC  
"a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government  
(Hereinafter called "OWNER")  
Office of the Director of Purchasing  
200 East Main Street, 3rd Floor  
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the Man O War Landscape having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the

Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 6/8/15

Addendum No. 2 Date 6/10/15

Addendum No. 3 Date 6/16/15

Addendum No.      Date           

Addendum No.      Date           

Addendum No.      Date           

Addendum No.      Date           

Addendum No.      Date           

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

2. LEGAL STATUS OF BIDDER

Bidder Pack's Nursery and Landscaping LLC

Date 7/5/15

\* 1. A corporation duly organized and doing business under the laws of the State of KY, for whom Chris Davis, bearing the official title of owner/manager, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

Chris Davis 65 Raven Run Stanford KY

Paula Davis 65 Raven Run Stanford KY

\* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

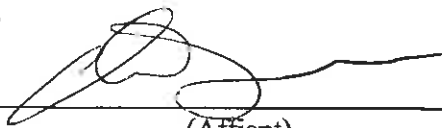
Chris Davis

\*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. BIDDERS AFFIDAVIT

Comes the Affiant, Chris Davis, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Chris Davis and he/she is the individual submitting the bid or is the authorized representative of Pack's Nursery and Landscaping 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 the "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.

  
\_\_\_\_\_  
(Affiant)

STATE OF Kentucky  
COUNTY OF Boyle

The foregoing instrument was subscribed/ sworn to and acknowledged before me by CHRIS DAVIS on this the 6th day of July, 20 15.

My Commission expires: 7/25/16  
Julynn Young #470002  
NOTARY PUBLIC, STATE AT LARGE

**4. BID SCHEDULE – SCHEDULE OF VALUES**

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. 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.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
1.	Man O War Landscape Project – BASE BID <i>One hundred-sixty-two Thousand five hundred ninety <sup>eight</sup> Dollars fifty-eight Cents</i>	LS	\$ <u>162,598.58</u>
2.	Man O War Landscape Project- ALTERNATE #1 <i>fifty one thousand seven hundred twenty Dollars Cents</i>	LS	\$ <u>51,700.20</u>

The following are unit prices required for consideration of bids:

PLANT NAME	UNIT COST - EACH
Cherokee Princess Dogwood	\$ <u>1/9</u>
Artic Fire Red Twig Dogwood	\$ <u>28.60</u>
Dwarf Fothergilla	\$ <u>28.60</u>
Little Henry Sweetspire	\$ <u><del>15.00</del> 31.46</u>
Sunny Knockout Rose	\$ <u>40.04</u>
Winter Gem Boxwood	\$ <u>22.88</u>
Winter Green Boxwood	\$ <u>28.60</u>

Gro-Low Sumac \$ 25.74  
Karl Foerster Feather Reed Grass \$ 20.02  
Solar Cascade Goldenrod \$ 7.15  
Variegated Liriope \$ 8.58

Annuals \$ 1.30  
Daylilies, Daffodils, Crocus \$ Day 8.58 Croc .77 Daf 1.91

Submitted by: Pack's Nursery and Landscaping LLC  
Firm

PO Box 840  
Address

Junction City KY 40440  
City, State & Zip

**Bid must be signed:**  
**(original signature)**   
Signature of Authorized Company Representative - Title

Chris Davis  
Representative's Name (Typed or Printed)

859 854 390 859 854 3006  
Area Code - Phone - Extension Fax #

Packsnursery@hotmail.com  
E-Mail Address

**OFFICIAL ADDRESS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Seal if Bid is by Corporation)

5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

- 1. Name of Bidder: Pack's Nursery and Landscaping LLC
- 2. Permanent Place of Business: 4160 Hustonville Rd Junction City KY
- 3. When Organized: 2000
- 4. Where Incorporated: KY
- 5. Construction Plant and Equipment Available for this Project:  
1 pickup, 1 dump truck, tractor/loader/tiller, bobcat,  
trailers etc

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

CNA Surety (Surety)

Signed: Elizabeth M Young (Representative of Surety)

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Centric College	Danville KY	\$ 69,945 <sup>00</sup>
Castle Post	Versailles KY	\$ 53,000 <sup>00</sup>
Centric College	Danville KY	\$ 41,271 <sup>00</sup>
The Austin Company	Danville KY	\$ 35,177.76
RECON	Danville, KY	\$ 31,613 <sup>00</sup>

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
none at this time		

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Chris Davis	owner / manager	20
Brian Lamb	landscape supervisor	2 months
Chad Boyd	landscape laborer	1 month
Kayla Davis	labor	2 years

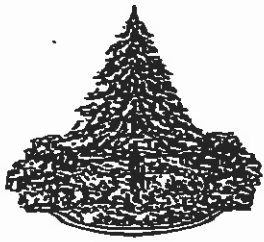



11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<i>none</i>			

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).



*Pack's Nursery  
&  
Landscaping*

P.O. Box 840  
Junction City, KY 40440  
(859) 854-3901  
FAX (859) 854-3006

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July 5, 2015

To whom it may concern,

We at Pack's Nursery have been in contact with Marilyn Clark the Minority Business Enterprise Liaison in an effort to comply with the MWBE goals for this project. Because we were late getting in to the bidding process and the short time periods between the rebids we were unable to do many of the items on list of good faith efforts as many of them require longer periods of time to complete. IF we are awarded one of the larger projects or multiple projects, we will have to hire additional labor to supplement our current workforce and are certain we have found a MWBE business to contract that thru. At this time we dont think it would quite get to 10% goal but it would be significant.

Thanks

Chris Davis  
Packs Nursery and Landscaping LLC

**6. LIST OF PROPOSED SUBCONTRACTORS AND PLANT MATERIAL SUPPLIERS**

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors plant material suppliers are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Maintenance of Traffic, Fencing, Plant Material Suppliers, etc.	<u>SUBCONTRACTOR/SUPPLIER</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. <u>TBD</u>	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 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 and operated 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 and operated by one or more Non-Minority Females.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE 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.**

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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm 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 in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- 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 forces will not be considered a sound reason for rejecting a

MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms 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 participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."*

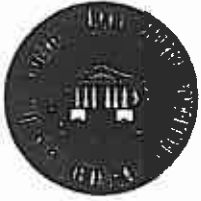
A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged



We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women's Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@ecul.org">rwaldon@ecul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner's Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdcky@yahoo.com">lavozdcky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 84-2015

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. TBO			
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.

Pack's Nursery and Landscaping LLC  
 Company

Chris Davis  
 Company Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

The substituted MWDBE 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.

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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

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

(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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## 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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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 #** \_\_\_\_\_

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

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

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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 84-2015

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- \_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- \_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package
- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- \_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- \_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- \_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- \_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- \_\_\_\_\_ Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- \_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- \_\_\_\_\_ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- ✓ \_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Pack's Nursery and Landscaping LLC  
 Company  
7/5/15  
 Date

Chris Davis  
 Company Representative  
owner/manager  
 Title

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.



9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Chris Davis

POSITION/TITLE: owner/manager

STATEMENT OF EXPERIENCE: I have a degree in Horticulture from  
EKU and twenty years experience in the industry.

NAME OF INDIVIDUAL: Brian Lamb

POSITION/TITLE: Landscape Supervisor

STATEMENT OF EXPERIENCE: Brian has worked with us for the last  
2 months and we have been training him in the basics of the  
installation of plants and materials.

NAME OF INDIVIDUAL: Chad Boyd

POSITION/TITLE: Landscape Laborer

STATEMENT OF EXPERIENCE: Chad has only recently began working  
for us again but he has worked for Jack's twice before and  
was formerly a landscape supervisor for us.

NAME OF INDIVIDUAL: Kayla Davis

POSITION/TITLE: labor

STATEMENT OF EXPERIENCE: Kayla has worked at Rack's for the past 2 years and has performed a variety of tasks.

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

10. EQUAL OPPORTUNITY AGREEMENT

The Law

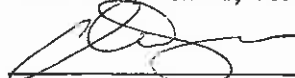
- \* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- \* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- \* Section 503 of the Rehabilitation Act of 1973 States:  
*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- \* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- \* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*


The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

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.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract 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 - 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 quoted above 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.

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Pack's Nursery and Landscaping LLC

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

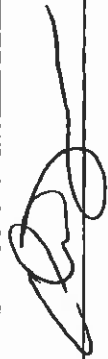
Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: Pack's Nursery and Landscaping LLC Date: 7 / 5 / 15

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1							
Professionals									
Superintendents									
Supervisors	1	1							
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft	2	1	1						
Service/Maintenance									
Total:									

Prepared By: 

**13. EVIDENCE OF INSURABILITY**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT  
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Pick's Nursery Employee ID: 61-1362108  
 Address: Po Box 840 Phone: 859-854-3901  
 Project to be insured: 4114 W War Blvd Landscape

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$			

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: Jannson Pohlmann Name of Authorized Representative: Heety M Uburg  
129 S. 4th Street Title: Procurement Manager  
 Street Address: Danville Ky 40422 Authorized Signature: [Signature]  
 City: 859-236-5922 State: 7/6/15 Date: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

**IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.**



14. DEBARRED FIRMS

PROJECT NAME: Max D Wal Boulevard Landscape

BID NUMBER: 784-2015

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of Peck's Nursery and Landscaping LLC has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Peck's Nursery and Landscaping LLC  
Name of Firm Submitting Bid

  
Signature of Authorized Official

owner/manager  
Title

7/5/15  
Date

**15. DEBARMENT CERTIFICATION**

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.

2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Park's Nursery and Landscaping LLC

Project: Man O War Boulevard Landscape

Printed Name and Title of Authorized Representative: Chris Davis owner/manager

Signature: 

Date: 2/5/15

END OF SECTION