



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 9, 2017

## INVITATION TO BID #26-2017 Mowing for Environmental Services

**Bid Opening Date:** February 23, 2017

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

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** February 16, 2017

**Pre Bid Time:** 2:00 PM

**Address:** 125 Lisle Industrial Ave., Lexington, KY

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **02/23/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

Bid Security Required: \_\_\_ Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: \_\_\_ Yes  No

<input checked="" type="checkbox"/> Bid Specifications Met <b>Check One:</b> ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> <input checked="" type="checkbox"/> 30 days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ Yes ___ No	

Submitted by: Landscape Supply & Design  
Firm Name

2164 MACKAY PIKE N  
Address

Nicholasville, Ky 40356  
City, State & Zip

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

Raymond Cross General manager  
Signature of Authorized Company Representative – Title

RAYMOND CROSS  
Representative's Name (Typed or printed)

859-885-7205 859-509-2748  
Area Code - Phone - Extension Fax # Cell

KROSS0607@windstream.net  
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, \_\_\_\_\_, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the bid or is the authorized representative of \_\_\_\_\_ 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. \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me

by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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

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

**AFFIDAVIT**

Comes the Affiant, Raymond Cross, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Raymond Cross and he/she is the individual submitting the bid or is the authorized representative of Landscape Supply & Design, 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. Raymond Cross

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Raymond Cross on this the 22<sup>nd</sup> day of FEB., 2017.

My Commission expires: 05/04/2019

[Signature]  
NOTARY PUBLIC, STATE AT LARGE

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





**ADDENDUM #1**

Bid Number: **#26-2017**

Date: February 10, 2017

Subject: **Mowing for Environmental Services**

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

The Bid Package tables from Section C of the Technical Specifications have been reformatted for better viewing purposes. Revised tables are attached.

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Andsc App Supply & Design

ADDRESS: 2164 N Ashley Pike Nicholasville, Ky 40316

SIGNATURE OF BIDDER: Raymond Cron (Gm)



## BID PACKAGE: SOCIAL SERVICES/PSOC FACILITIES

ID	Parcel		Location	Mowing Acres
1	115	CISCO RD	Public Safety Operations Center (PSOC) <ul style="list-style-type: none"> <li>includes mowing of all grass and string trimming along fence inside of chain link fence area – enter office for access</li> </ul>	1.3
2	1105 1109 1113	HARRY SYKES WAY	Parking lot <ul style="list-style-type: none"> <li>including fence lines all sides and weeds growing in cracks in parking lot</li> </ul>	0.2
3	1135	HARRY SYKES WAY	Family Care, Day Treatment, Safety City and trail area <ul style="list-style-type: none"> <li>avoid pollinator gardens and forested area maintained by LFUCG</li> <li>includes mowing inside of Family Care playground and Safety City fenced areas</li> </ul>	11.0
<b>BID PACKAGE SOCIAL SERVICES/PSOC FACILITIES TOTAL ACREAGE:</b>				<b>12.5 AC.</b>

**Notes:**

- *Includes mowing inside of fences at Family Care playground, Safety City, and PSOC. Coordinate with each of these offices to schedule appropriate times for mowing.*
- *Includes string trimming along all fences on the properties, including the back property line.*
- *Includes string trimming weeds growing in parking lots – keep clean appearance (reminder: no herbicide shall be used).*
- *Avoid all pollinator garden and new tree planting areas (maintained by LFUCG).*



**ADDENDUM #2**

Bid Number: **#26-2017**

Date: February 17, 2017

Subject: **Mowing for Environmental Services**

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Add the following sentence to B.1.17: Successful bidders shall be awarded a maximum of 3 bid packages with a combined total acreage not to exceed 118 acres. LFUCG reserves the right to waive this limit in the future if there are not enough available authorized contractors on the contract to distribute the work without exceeding the threshold.
  
2. Add to B.1.11 the following:

The Contractor is responsible to mow and maintain all of the area listed on the tables and shown on the attached maps (except as described in B.3.10 or B.3.13). Bid package acreages are computed based upon these maps. Delineated areas are based upon GIS parcel line data and visible fence lines. Typically, fence lines provide a visual boundary for ROW mowing. In areas with no fence, the shaded map areas serve as a guide for helping determine the extent of the ROW. This is particularly important on slopes or at bridges which may be located in wide ROW areas. In some cases, "no mow zones" are accounted for on the maps, but in other locations no mow zones are not accounted for on the maps and must be located in the field.

3. Add B.3.17 as follows:

**B.3.17** Expectations for Contractor performance for this contract's first mowing season (i.e. 2017) are as follows:

- Contractors shall be given 3 cuts in April 2017 to complete sidewalk and curb edging on (a) Water Quality lots and greenways, on (b) Lots denoted as such in Roads tables, and (c) Facilities (i.e. fully edged by end of 3<sup>rd</sup> cut).







- Contractors shall be given 2 cuts in April 2017 to complete initial string-trimming of old weed material out of concrete and curb joints (i.e. fully cleaned by end of 2<sup>nd</sup> cut).
  - All other litter removal, string-trimming, edging, and mowing shall be fully completed on all packages as part of the 1<sup>st</sup> cut. Contractors should expect to encounter higher than normal levels of trash and debris at the start of mowing.
  - All following years require full compliance for all tasks on the 1<sup>st</sup> cut of the mowing season.
4. Add following sentence to B.4.2: Contact the Division of Environmental Services to pick up litter/debris clearly resulting from dumping.
  5. Replace B.4.3 with the following:
 

B.4.3 If the Contractor comes across any debris that appears to be illegal in nature (e.g. weapons, drugs), leave in place and immediately contact 911 and the LFUCG's Mowing Contracts Manager. If the Contractor comes across a chemical or other illicit spill, leave in place and immediately contact LFUCG's Mowing Contracts Manager who will forward the request for investigation to the Division of Water Quality.
  6. Add B.4.4 as follows:
 

B.4.4 Contractors shall ensure all staff working on this contract are fully trained in OSHA regulations and guidelines related to mobile meth labs, blood-borne pathogens, and proper procedures when encountering discarded needles or blood-soaked materials. All litter crew vehicles shall keep a Sharps Disposal Container marked as Biohazard. Needles or similar items shall be placed in Sharps Disposal Containers and properly disposed of as Biomedical/Biohazard waste following all local, state, and federal laws and regulations.
  7. Add the following sentence to B.5.3: The "Mowing" category of work listed above includes mowing and blowing/removal of grass/weeds clippings out of gutters and off of hardscapes.
  8. Replace B.1.10 with the following:
 

LFUCG reserves the right to either offer contractors additional mowing acreage on existing bid packages based upon geographic location (e.g. North 1, East 2, etc.) or seek services from available contractors on the approved list. Pricing shall be computed based upon the bidder's Average Cost/Acre for the type of area added from the Price Sheet. LFUCG expects significant areas of water quality/greenway mowing to be added over the next two years. Approximate acreages are provided in the Notes in Section C.
  9. Replace the last paragraph in B.5.3 with the following:
 

**Failure to satisfactorily perform all of the work under any of these categories shall result in partial payment on an invoice based upon the percentages listed above. For example, missing some string-trimming in a ROW area would result in reduction of payment by 35%. Recurring**





issues with partially completed work will not be tolerated and will result in reduction of mowing area, removal from bid packages, and/or cancelling of the contract.

10. There is a typographical error in the Bid Package: West 2 table. ID #8 should list "20" in the second column. There are 20 turf medians on Harrodsburg Road. It is listed correctly in the fifth column.
11. ID #10 and ID#11 areas have been removed from the Bid Package: East 2 table. These areas are listed in other bid packages. This change results in a reduction in the Roads Total for Bid Package: East 2 to a total of 18.8 acres. A REVISED PRICING SHEET IS PROVIDED REFLECTING THIS CHANGE.
12. USE THE REVISED PRICING SHEET WHEN SUBMITTING YOUR BIDS AND INCLUDE ALL FORMS AND ITEMS REQUESTED IN THE INVITATION TO BID. (Note: This includes the information listed in B.1.15.) FAILURE TO DO SO MAY CAUSE YOUR BID SUBMITTAL TO BE REJECTED.
13. Pre-bid sign-in attached.



Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Landscape Systems & Design

ADDRESS: 2164 Machy Pk. W. Nicholasville, KY

SIGNATURE OF BIDDER: Raymond Cross





Landscape Supply and Design is an owned by Judy G. Combs and has been in business since 1989.

Raymond Cross is the General Manager and is in charge of daily operations, job performance and bidding of all work.

Landscape Supply and Design has mowed ROWS, Parks, Water Quality for LFUCG since 1990.

Landscape Supply and Design also mow ROWS and Rest Areas for the Kentucky Department of Transportation District 7 from 1993 to 2008.

Landscape Supply and Design provided landscaping for the Lexington Housing Authority on 12<sup>th</sup> Street in 2005 in an amount over \$100,000 as well as landscaping over 40 apartments complexes in KY.

Raymond Cross has been in the lawn service/ landscaping business since 1979 mowing residential and commercial properties. He owned and operated a Garden center in Georgetown 1985 -1988.

Seasonal employees range from 4 to 10.



## EQUIPMENT

5 EXMARK 52 INCH WALK-BEHIND MOWERS acres per  
hour 3

2 Grasshopper 25 hp mower 61 inch decks acres per  
hour 3

4 Stihl weed eaters FX 100

3 Stihl blower PB 6500

2 Stihl stick edger's

2 F250 Trucks

2 20 ft. long trailers





# LANDSCAPE SUPPLY AND DESIGN

## REFERENCES

Kevin Kewin Parks and Recreation 983-4759 10 + years

Susan Plueger Director Environmental Services 859-227-6677 2 year

Louis T. Mulloy LTM and Associates mowing for the Mulloy's since 1979 859 266-6401

Dr. Thomas and Margret Riddle 859-873 4919 Mowing since 1986

Mr.and Mrs Don Kelsay 859-266-4990 mowing 8+ years

Debbie Jones 859 272- 6786 mowing 8+ years

Dennis and Susan Lynch 859-299-4236 mowing 20 years

Mrs. Dison 859 421 6319 mowing 8= years

Louis Rubin 859 299 2662 Mowing 15 years

Allen Vice 859 806- 7338



## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

## II. Bid Conditions

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

**"Bid on #26-2017 Mowing for Environmental 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.

## EQUAL OPPORTUNITY AGREEMENT

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental 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

  
Name of Business

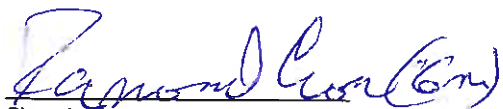
Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director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

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-1 year renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
  - 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the Item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind, pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

  
Date

## **GENERAL PROVISIONS OF BID CONTRACT**

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the



**WORKFORCE ANALYSIS FORM**

Name of Organization: Landscape Supply & Design

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														
Professionals																	
Superintendents		1															
Supervisors																	
Foremen		1															
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance		2		1													
<b>Total:</b>																	

Prepared by: Raymond Cross  
(Name and Title)

Date: 2/20/17

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. The goal for the utilization of certified MBE/WBE's 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)



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 26-2017

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
<i>Not Applicable at this time</i>				

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.

Landscape Supply & Design      Raymond Cross

Company

Company Representative

2/20/17

General Manager

Date

Title



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 76-2017

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.					
<i>Not Applicable at This Time</i>					
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.

Handscape Supply, LLC Edgar Raposo  
 Company Company Representative  
2/20/17 General Manager  
 Date Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 26-2017

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 <u>LANDSCAPE SUPPLY &amp; DESIGN</u>	Contact Person <u>Raymond Lee</u>
Address/Phone/Email <u>2164 W. Market P.O. Box Nicholasville KY 40356 859-885-7205 1010 550607@windstream.net</u>	Bid Package / Bid Date <u>26-2017</u> <u>Meeting for ENVIROMENTAL services</u> <u>2/23/17</u>

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.

LANDSCAPE SUPPLY & DESIGN Raymond Lee  
 Company Raymond Lee  
 Date 2/20/17 Company Representative Raymond Lee  
 Title General Manager



## 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 # 26-2017  
 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
Not Applicable at this time							

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.

Landscaping Supply & Repair (Kymond Jones)  
 Company \_\_\_\_\_ Company Representative \_\_\_\_\_  
2/20/17 \_\_\_\_\_  
 Date \_\_\_\_\_ Title \_\_\_\_\_

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 26-2007

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 ~~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 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).

\_\_\_\_\_ 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.

Handsome Ego  
Company

Raymond Cook  
Company Representative

2/20/17  
Date

Raymond Cook  
Title

will make every effort to use AF  
landscape supply set Ads -



**BID 26-2017 PRICING SHEET  
MOWING FOR ENVIRONMENTAL SERVICES**

**\*\*\*Price per acre must be rounded to a WHOLE dollar amount.\*\*\***  
**CONTRACTOR:** Landscape Supply and Design

**DATE:** 2/20/2017

BID PKG	BID FOR ROADS			BID FOR WATER QUALITY			BID FOR FACILITIES			TOTAL \$ PER CUT FOR PKG.
	acres	\$ per acre	\$ per cut	acres	\$ per acre	\$ per cut	acres	\$ per acre	\$ per cut	
1) SOC. SERV. & PSOC							12.6	45	562.50	562.50
2) FIRE							3.4	50	170.00	170.00
3) MAN O' WAR	102.8	39	4,009.20							4,009.20
4) CITATION	88.3	45	3,973.50							3,973.50
5) CENTRAL	12.4	45	558.00	1.4	45	63.00				621.00
6) NORTH 1	16.7	45	751.50	7.8	45	351.00	13.3	50	665.00	1,767.50
7) NORTH 2	4	45	180.00	12.7	45	571.50				751.50
8) EAST 1	7.2	45	324.00	21.6	45	972.00				1,296.00
9) EAST 2	18.8	45	846.00	10.6	45	477.00				1,323.00
10) EAST 3	23.8	45	1,071.00	1.1	45	49.50	7.1	45	319.50	1,440.00
11) WEST 1	8.7	45	391.50	18	45	810.00				1,201.50
12) WEST 2	7.8	45	351.00							351.00
13) SOUTH 1	7.2	45	324.00	9.9	45	445.50				769.50
14) SOUTH 2	38.9	45	1,750.50				1.6	45	72.00	1,822.50
15) SOUTH 3	16.8	45	756.00	8.6	45	382.50				1,138.50
16) SOUTH 4	23.6	45	1,062.00	10.5	45	472.50				1,534.50
17) SOUTH 5	2.1	45	94.50	2.7	45	121.50				216.00

