



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #5-2013 Urban Tree Canopy Assessment and Planting Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 18th, 2013**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #5-2013 Urban Tree Canopy Assessment and Planting Plan**

If mailed, the envelope must be addressed to:

Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.**

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

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 subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination 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 timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted 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 workforce 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.

## **Contention Process**

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

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

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP 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.

**SELECTION CRITERIA:**

1. References
2. Experience
3. Proposal/Project Approach
4. Schedule for implementation
5. Cost for minimum deliverables
6. Degree of local employment
7. Value-Added Services

See additional information about selection criteria on pages 33 & 34.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be addressed to:**

Todd Slatin  
Acting Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

## AFFIDAVIT

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**



7. Proposer 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 \_\_\_\_\_, 2013.

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

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

## 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 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 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, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
Signature

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

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

Prepared by: \_\_\_\_\_

**Name & Title**

**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 Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government  
MBE/WBE Participation Goals**

**PART 1 - GENERAL**

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

**PART 2 - PROCEDURES**

- 2.1 The successful proposer will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 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 MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, submitters may contact:
  - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal date, and all other pertinent information regarding the project.

**PART 3 - DEFINITIONS**

- 3.1 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.

- 3.2 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.

#### PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE 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.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

#### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Proposer shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from

firms that were contacted indicating that they would not be submitting a proposal.

- D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if 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 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

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.



**LFUCG**—Economic Engine Listings  
Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington**—  
Tyrone Tyra, Minority Business Development  
[tyra@commercelexington.com](mailto:tyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**  
Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**  
Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**  
James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**  
Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**  
Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**  
Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**  
Tom Back  
800-626-2250 or 502-564-2064  
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**  
[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**

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

The MBE/WBE 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.

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

The undersigned company representative submits the above list of MBE/WBE 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.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

**LFUCG MBE/WBE SUBSTITUTION FORM**

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

The substituted MBE/WBE 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 MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title**



**MBE 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	RFP Package / RFP Date

MBE/WBE 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 MBE/WBE 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 #** \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities
- \_\_\_\_\_ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- \_\_\_\_\_ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- \_\_\_\_\_ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- \_\_\_\_\_ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- \_\_\_\_\_ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- \_\_\_\_\_ Other  
Please list any other methods utilized that aren't covered above.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this 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.

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Signature

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Date

**REQUEST FOR PROPOSALS**  
**To Implement**  
**Urban Tree Canopy Assessment and Planting Plan**  
**for the**  
**Lexington-Fayette Urban County Government**

This document constitutes a Request for Proposals (RFP) for qualified individuals and organizations to furnish services as described below for the Lexington-Fayette Urban County Government (LFUCG) to complete an Urban Tree Canopy Assessment and Planting Plan (Project).

All dates listed in this document, except the Proposal due date and deadlines for questions about the RFP, are estimates based on current anticipated dates. Dates with the successful Vendor will be finalized in the Contract between the LFUCG and the Vendor.

**Purpose:**

The Urban Service Area of Fayette County, Kentucky is an 85.35 square mile area of land with an overall tree canopy of less than twenty (20) percent. Conducting an urban tree canopy (UTC) analysis and creating a GIS-based, prioritized tree planting assessment and plan for the LFUCG will address the importance of increasing the overall tree canopy within the Urban Service Area for the community and shall comprise the Project for which this RFP is requesting services.

**Objective:**

The objectives of this Project are to:

1. Establish an UTC baseline of known accuracy and classification methodology that can be used to track canopy gains and losses over time for the Urban Service Area in Fayette County, Kentucky (Project Area).
2. Develop prioritized planting plans based on environmentally sensitive and socio- economically important areas in the Project Area.

To accomplish these objectives, the Vendor will:

1. Perform UTC mapping of Project Area and report on various statistical findings and comparisons to a 40% canopy cover goal.
2. Develop prioritized planting plans for public property based on UTC and environmental and socio-economic GIS data analysis as described above.

These objectives and strategies will be met through analysis of GIS data currently available to the Vendor from the LFUCG as well as other agencies in Kentucky.

## **Project Overview:**

The LFUCG will base the Vendor final selection on the evaluation grading system listed in this RFP and the scope and price negotiations as desired by LFUCG. The Project is anticipated to be awarded on April 15, 2013 and is expected to be completed by Dec. 31, 2013.

## **Scope of Work, Requirements and Tasks:**

The Vendor shall submit to the LFUCG a proposed time outline for Project completion (if different than the one submitted in the RFP), any clarifications on deliverables and a final methodology for classification and accuracy assessment.

### **A. Required minimum deliverables:**

1. Complete a UTC analysis for the Urban Service Area of Fayette County by utilizing the 2010 National Agricultural Imagery Program (NAIP) imagery (4-band orthorectified digital aerial photography – 1 meter resolution) to extract and analyze the following land cover in municipalities in the Project Area:
  - a. Classifications shall include: bare ground, open space/grass, impervious surfaces, water features and UTC analysis. The UTC analysis will achieve a minimum of 94% user's accuracy for tree canopy and impervious classes. Overall accuracy must  $\geq 92\%$ . Vendors should clearly explain in their RFP response any NAIP deficiencies that will have to be corrected or accommodated to meet specified accuracy requirement.
  - b. Analysis will, at a minimum, include land classifications expressed as a percentage of total of the Urban Service Area.
  - c. GIS datasets/layers must be delivered in a form compatible with ArcGIS (ESRI) software version 10.0 and projected in NAD83, Kentucky State Plane North, US Survey Fleet (ESRI:102679). The Vendor will be responsible for transferring the final datasets in electronic format to the LFUCG. Data includes:
    - The final classification of landcover classes
    - Points/polygons used as training sites for a supervised classification
    - Accuracy methodology (narrative)
    - GIS layer of points/polygons used for the accuracy assessment
    - Final Error Matrix with user and producer accuracy by landcover class
    - Discussion of accuracy assessment
    - Narrative of classification methodology used including software used, references of methods used, processing steps (outline with sufficient detail that work can be replicated).
    - Vendor shall provide NAIP<sup>1</sup> as modified just before the first classification step (e.g. the image was purchased and clipped, or photo enhancements). All significant intermediary GIS datasets the LFUCG reserves the right to request specific

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<sup>1</sup> Unless precluded by licensing restrictions; if used, NAIP imagery will always be included.

- intermediary data sets as deemed necessary in the review and delivery acceptance process.
- All final raster and vector GIS datasets with metadata
    - a. File geodatabase format for all vector layers.
    - b. GIS Rasters georeferenced and supplied as raster datasets in file geodatabase.
    - c. GIS Metadata to current national standards is required.
      - 1. FGDC Content Standard for Digital Geospatial Metadata
      - 2. <http://www.fgdc.gov/metadata/csdgm/index.html>
  - d. A brief written report, delivered electronically, shall be submitted at the completion of the UTC analysis. The report will contain summarized information about the purpose, methodology and findings of this part of the Project. Additionally, an electronic copy of the final UTC analysis map will be provided in a format suitable for printing and posting on the LFUCG website.
2. Complete GIS-based priority planting plans for the Project Area.
- a. The final UTC-based planting plan analysis parameters will be decided by the LFUCG with input from the Vendor, but the following information will be used at a minimum for creating the planting plans and prioritizing target planting areas within the Urban Service Area boundary and the mapped UTC analysis:
    - i. Socio-economic data
    - ii. Proximity to surface waters and impaired waterways
    - iii. Topography and soil types
    - iv. Public/private ownership
    - v. Linkages to greenways and other forest resources
  - b. The plan should include information recommending areas for planting with seedlings or landscape size trees as appropriate to the site. Approximate numbers and species suggestions should be included for each prioritized area.
  - c. The planting plans shall be delivered electronically to the LFUCG. Printed color and electronic copies will also be made available to the LFUCG.
3. A brief written report, delivered electronically, will be submitted to the LFUCG at the completion of the planting plan creation. The report will contain summarized information about the purpose, methodology, and findings of this part of the Project.
4. Other Requirements
- a. Vendor shall attend at least 2 meetings in-person with the LFUCG (an initial orientation meeting and either a meeting at the conclusion of the UTC analysis or at the conclusion of the whole Project). This second in-person meeting will be determined by the LFUCG. The Vendor is welcome to contact the LFUCG at any time by phone or email. The Vendor must be able to coordinate with the LFUCG.
  - b. Vendor shall submit monthly Project Progress Reports to the LFUCG for the duration of the Project Period.
  - c. Vendor must coordinate with any governmental entities to obtain GIS and other data required to complete this Project and obtain any local

information, existing data and guidance needed to complete the planting plans.

**B. Value Added Services:**

Each Respondent should indicate if they can provide additional UTC analysis-related or planting plan development services included in the cost of their minimum bid. These will be known as value added services and are eligible for bonus points. Respondents are encouraged to clearly define these value-added services in order to be able to effectively compete for bonus points.

**C. Optional Services:**

If Respondents are able to offer Optional Services for additional cost(s), they are encouraged to include this in their Proposal. The LFUCG may select one or more optional services to add to their Contract with the Vendor. The LFUCG may also elect to choose no additional optional services with their Contract.

**Quality Assurance (QA) and Quality Control (QC):**

Based on the vendor's classification methodology and other considerations, the RFP response must clearly define the minimum mapping unit (MMU) that will be developed for all deliverables. Based on the objectives of the Project the MMU should be  $\leq 9$  square meters.

The LFUCG will perform a QA/QC check on the image classification deliverables. The error assessment methodology for the QA/QC will be based on *Assessing the Accuracy of Remotely Sensed Data: Principles and Practices (2<sup>nd</sup> Edition) Congalton Russell G and Kass Green, CRC Press, Boca Raton, FL 2008*. All appropriate accuracy assessment techniques will be employed including Kappa (KHAT statistic) and MARGFIT (normalization). LFUCG will consult with remote sensing specialists at NOAA and USFS (Salt Lake City) on the accuracy assessment protocol and adopt other procedures as necessary.

Vendor will provide LFUCG datasets needed for accuracy verification as soon as the vendor has completed their assessment for the Project (i.e. prior to final analysis and report generation). Accuracy assessment by LFUCG will require two business weeks (10 days). This should include the final classified raster layer with metadata, the narrative description of the classification methodology, the Vendor's error matrix and the narrative describing the contractor's error assessment methodology. This shall be delivered to LFUCG by the date listed in Respondent's proposal.

**Performance Standards:**

Vendor shall comply with all applicable federal, state and local laws and codes regarding working conditions and local business licenses. The Vendor shall be responsible for obtaining a local business license before beginning any work.

The Vendor shall provide professional liability insurance (see required risk management provisions) for its professional employees, public liability, property damage and workers' compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the Vendor's operations under the Project. In the event any carrier of such insurance exercises cancellation, notice of such cancellation shall be made immediately to the LFUCG.

**Requirements:**

1. LFUCG has the authority to suspend work being completed under the Project. Reasons for suspension include failure on the part of the Vendor to complete work as outlined in this RFP. Work will not resume until the situation is rectified to the satisfaction of the LFUCG.
2. The Vendor is responsible for expenses such as travel expenses including lodging and time traveled.
3. Personnel and Equipment – Vendor shall supply all material, equipment and personnel necessary for the performance of the awarded Project.

**Project Period:**

This Contract is anticipated to be effective on April 15, 2013 and run through December 31, 2013. The Vendor shall not begin work until they have received the Contract from LFUCG.

**Payment Structure:**

The Vendor will be eligible for partial payment no more frequently on a monthly basis after the start date of the award. Invoices shall be submitted by the Vendor to the LFUCG point person of contact. Invoices will be approved when submitted in conjunction with an accompanying description/proof of work completed. The Vendor shall not be reimbursed for expenses of any kind outside of how they proposed to complete the Project in their written proposal, unless otherwise approved in writing by LFUCG.

**Proposal Format:**

The proposal is required to be submitted in electronic format and must include:

1. Proposal/Project Approach
2. Timeline/Schedule of Deliverables
3. Cost (including any value added and/or optional services)
4. Three (3) References



**Grading Guidelines:**

Proposals will be graded by the LFUCG Contacts based on the following grading guidelines:

<b>EVALUATION CRITERIA</b>	<b>POINTS POSSIBLE</b>
References	15 points possible
Experience	15 points possible
Proposal/Project Approach	35 points possible
Schedule for Implementation	10 points possible
Cost for minimum deliverables	25 points possible
Degree of local employment	10 points possible
Value-Added Services	15 BONUS points possible
Total points possible	125 points possible

**References (up to 15 points):** Respondents are required to submit at least three references that demonstrate their company’s expertise in UTC Projects. Projects similar in scope to this RFP are suggested. Respondents shall fully complete the Reference Form (Attachment) for three references. All references shall be from organizations and/or persons with whom the Respondent has conducted business. If complete and accurate information is not provided, the Respondent’s reference may not be considered for evaluation and may receive a score of zero.

The LFUCG shall check references via email. It is the Respondent’s responsibility to ensure that a reference is aware of and anticipates being contacted by the LFUCG. If a reference is unable to be reached within two weeks, that reference shall receive a score of zero. Each reference response is worth up to 5 points.

**Experience (up to 15 points):** Respondents are required to provide a statement detailing their experience (years of experience, nature of work, etc.) in performing UTCs, planting plans and similar Projects.

**Proposal/Project Approach (up to 35 points):** Each respondent shall provide a narrative detailing how they will meet the objectives and requirements of this RFP. Each response will be evaluated based on the explanation in the written proposal of any prior experience with UTC and planting plan Projects. The Proposal must indicate all licensed and open-source software that the contractor will be using for this Project.

**Schedule for Implementation (10 points):** Each respondent shall provide a planned schedule for implementation for completing the work between the anticipated dates of April 15, 2013 and December 31, 2013. Finalized dates for the Project Period will be listed in the Contract and the Schedule can be adjusted accordingly.

The LFUCG anticipates the following schedule of milestones. Due to scheduling of meetings, this can be adjusted accordingly during the Project Period.

- Contract award
- Attend LFUCG meeting in-person (determined by consult with LFUCG)
- UTC Data assembled

- Initial classification sent to LFUCG by Vendor's Proposed Date
- Confirmation of accuracy assessment by LFUCG (two weeks after date that initial classification is received)
- Complete UTC
- Complete Planting Plans
- Attend LFUCG meeting at a time to be determined by LFUCG
- All Data is complete and due into LFUCG, including final request for payment by January 31, 2014.

**Cost (up to 25 points):** The Respondent who proposes to meet the minimum deliverables of the Project shall be awarded 25 points. Following points will be determined by dividing the lowest price with the next lowest price and multiplying that percentage by the available points.

For example, if Respondent A has the lowest bid at \$1,000, they would receive 25 points. If Respondent B is the next lowest bid at \$1,500 then they receive 20.1 points. ( $\$1,000/\$1,500 = 0.67 \times 25 \text{ points} = 20.1$ )

**Degree of Local Employment (up to 10 points):** Each respondent shall receive up to 10 points if the Vendor is headquartered in Fayette County and the office has been established for more than 12 months prior to the issuance of the RFP.

**Value-Added Services (Bonus of up to 15 points):** Each Respondent should indicate if they can provide additional UTC-related or planting plan development services included in the cost of their minimum bid. Respondents are encouraged to clearly define these value-added services in order to be able to effectively compete for bonus points.

**Optional Services:**

If Respondents are able to offer Optional Services outside of their Proposal, they are encouraged to include them as a segment in their Proposal. The LFUCG may select one or more optional services to add to their Contract with the Vendor.

**General Information:**

LFUCG reserves the right to conduct discussions with any Respondent who has submitted a Proposal to determine their qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other Respondents.

LFUCG reserves the right to request additional information as may reasonably be required for selection, and to reject any Proposal for failure to provide additional information on a timely basis. A Contract, based on this RFP, may or may not be awarded.

Award announcement for this RFP will be posted on the LFUCG website at <http://lfucg.economicengine.com>. LFUCG shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice.

**Questions regarding this RFP:**

Questions regarding this RFP may be submitted to the LFUCG before March 8, 2013.

**Proprietary Information:**

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. LFUCG shall not disclose any portions of the Proposal prior to contract award to anyone outside the LFUCG or the LFUCG as a whole.

Proposals submitted to the LFUCG are subject to the open records laws of the Commonwealth of Kentucky after a contract is awarded. Proprietary and/or confidential information submitted with your proposal must be clearly identified in all hard copies. Proprietary and/or confidential information submitted with your proposal in electronic copies must be segregated by file or files and include the words PROPRIETARY or CONFIDENTIAL in the file name.

**Proposal Due Date:**

Proposals submitted in response to this RFP must be hand delivered or mailed to the Division of Central Purchasing no later than 2:00 p.m. Eastern Daylight Savings Time on March 18, 2013. Any Proposal received after the date and time set for the Proposal opening will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her Proposal is received by the Division of Central Purchasing before the date and time set for the Proposal opening.

Do not contact any City staff member or any person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

All questions shall be addressed to:

Todd Slatin  
Acting Director  
Division of Central Purchasing  
tslatin@lexingtonky.gov  
859-258-3320

**Attachment**

**Respondent Reference Form**

Respondent Name: \_\_\_\_\_

Reference Company Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Reference Contacts Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Period of time doing business with reference: \_\_\_\_\_

Description of Services provided from Respondent to Reference: