

REQUIRED SUBMITTAL

- 1) A statement, on company letterhead, stating that the Bidder's primary business is that of a plant nursery, landscaping installation, landscaping maintenance, and/or irrigation installation, and that the Bidder has been actively engaged in providing this service(s) for a minimum of three (3) years. Provide brief description of company and work performed.
- 2) A list of at least three (3) references for jobs performed in the past year that are similar in scope to the work required under this contract. Include the names and telephone numbers of a contact person for each reference. Include a detailed description of each job, including materials supplied, services performed, and total project cost. Photos are optional but encouraged.
- 3) Provide a list of key staff proposed to work on this contract (including sub-consultants).
IMPORTANT: Include the professional recognitions, memberships and specific certifications (individuals or corporate) from related accreditation organizations; such as, but not limited to,
 - College/University Degrees,
 - Pesticide Applicator's Licenses,
 - Kentucky Nursery and Landscape Association,
 - International Society of Arboriculture,
 - National Association of Landscape Professionals,
 - Professional Grounds Management Society, and
 - Irrigation Association.

For memberships, associations, and certifications (individuals and corporate) list only those that are currently active.

- 4) Company must hold a valid business license and be current with the Division of Revenue, LFUCG.
- 5) For contractors only: Must be a registered contractor in Lexington-Fayette County.

NOTICE TO BIDDERS:

Failure to provide all information requested on this page may result in disqualification of bid. Questions on bidding should be directed to <https://lexingtonky.ionwave.net>.



April 19, 2018

Lexington Fayette Urban County Government
Division of Central Purchasing
200 East Main Street, 3rd Floor, Room 338
Lexington, KY 40507

RE: Bid #48-2018

To whom it may concern:

1.

The EcoGro/Ridgewater Team is submitting this letter in order to meet the criteria for acceptance as a supplier for Bid #48-2018 Horticultural Services. The EcoGro / Ridgewater (E/R) team specializes in stream restoration, ecological services for stormwater treatment, riparian area management and water quality improvements. This specialization always leads to a large portion of each job being the planting of native trees, shrubs, grasses, wildflowers and wetland plants and the ongoing maintenance of those plantings. In addition, E/R team typically manages the invasive species on the projects they build as well as other projects. For this submittal EcoGro will be the contract lead with Ridgewater acting as a sub consultant.

2.

NoLi CDC - Heather Hyden
714 North Limestone
Lexington, KY 40508
Info@NOLICDC.com
(859) 379.2049

Castlewood Park Savannah and Rain Garden Design / Installation and Planting
Establish a savannah of native grasses and a rain garden planted with trees, shrubs and native plants at Castlewood Park. Project \$48,000-

Link Belt Cranes
Ken Johnson
2651 Palumbo Drive
Lexington, KY. 40509
(859) 263.5200
Kjohnson@Linkbelt.com

Link Belt Stormwater Riparian Area Planting and Wetland Creation / Planting
As part of a multiple part project, the E/R team amended the soil and planted trees, shrubs and wetland plants in an existing riparian area as well as established an additional wetland area with native plugs (spring 2018). \$39,000-





LFUCG
Jennifer Carey
200 E. Main Street
9th Floor
Lexington, KY 40507
859.425.2482
859.948.6792 cell
Jcarey@lexingtonky.gov

Coldstream Stream Restoration and Wetland Construction and Planting

As part of a larger stream and wetland construction project the E/R team installed native seed of grasses and wildflowers on 8 + acres in Coldstream Park. Also planted were 15 B&B Trees, 6,100+ bareroot trees and shrubs and 700 native plant plugs of wetland plants. \$957,000- total bonded project budget.

3.

Please see the attached resume of Russ Turpin who performs the planting and stewardship portion of any E/R project.



Eric Dawalt, PE, with Ridgewater will serve as Project Manager on any project requiring engineering services. He is a Professional Engineer with over 18 years of experience in the design, construction, and monitoring of stream and wetlands restoration projects using natural channel design techniques. He worked and trained under Mr. David Rosgen, one of the leading experts in the field of stream restoration. He has collaborated as a research engineer on several cutting-edge projects with Dr. Arthur Parola of the Stream Institute at the University of Louisville Department of Civil Engineering. Some of his recent work involves treating stormwater runoff in streams

with passive organic filters, hyporheic zones, and constructed wetlands. Mr. Dawalt has designed and/or constructed 32 stream and wetland restoration projects that account for over 80,000 linear feet of restored stream, with a cumulative budget of over \$11.6 million.



Jim Hansen will be the EcoGro Business Manager to serve as the contract administrator and a licensed LFUCG Contractor for the project. He will handle the purchasing of materials, invoicing and payment, and employee management. Mr. Hansen has over 19 years of experience in the "green industry", running all aspects of an ecosystem restoration centered





business, including design, construction, and maintenance of streams and wetlands, landscapes, and green infrastructure. Mr. Hanssen has been involved in the construction and maintenance of 24 stream restoration projects that account for over 65,000 linear feet of restored stream. He has also constructed stormwater BMP's such as constructed wetlands, rain gardens, and riparian buffers. Mr. Hanssen has worked either directly, as a vendor, or as a subcontractor for many large contractors, consultants, businesses and governmental agencies such as: INDOT, KYTC, Lexington-Fayette Urban County Government, Kentucky Department of Fish and Wildlife Resources, US Fish and Wildlife Service, Tennessee Stream Mitigation Program, US Forest Service, Southern Conservation Corporation, Strodes Creek Conservancy, The Nature Conservancy, University of Kentucky, the University of Louisville Stream Institute, Coca-Cola Refreshments and Lexmark International.

Russ Turpin, of EcoGro, is a native landscape designer and installer, ISA certified arborist, professional environmental educator, and equipment operator. He oversees the installation and management of the native grass and herbaceous seeding as well as the trees, shrubs and wetland plants. Mr. Turpin manages the restoration stewardship program for EcoGro's projects where clients desire a turn-key solution for native vegetation management and invasive species controls. As a community liaison, Mr. Turpin is often invited to give presentations on EcoGro's work and programs addressing water quality.



Brad Redmon is EcoGro/Ridgewater's Field Superintendent with experience in the fields of: stream restoration, erosion and sediment controls, heavy equipment operation, construction project management, and environmental science technology. His strengths include: client communications, environmental technology applications, hands-on technical problem-solving, building construction industry experience, water quality sampling and computer-aided data interpretation and compilation.

Mr. Redmon also serves as Erosion and Sediment Control Inspection and Compliance Officer.

- Pesticide Applicator License number 34670
- CO# and LPE# 31314 Department of Agriculture Division of Pesticide Regulation
- ISA Certified Arborist on Staff
- Professional Engineer on Staff
- Kentucky Environmental Educator Certification
- Kentucky Erosion Prevention and Sediment Control KEPSC Inspector Qualificaiton





- The American Council of Engineering Companies of Kentucky - 2017 Grand Conceptor Award was Awarded to the EcoGro/Ridgewater team for work on the Hatchery Creek Project.
- Member of Home Builders Association of Lexington and the Lexington Chamber of Commerce.

4.

EcoGro is licensed to do business with LFUCG and is current in all taxes due. Insurance requirements are up to date and submitted because of other ongoing projects with LFUCG.

5.

EcoGro contractor number is #14323

We guarantee you will be satisfied with our construction services, ability to work within your schedule, ability to meet the project budget, personnel and equipment dedicated to the project, and timely communication. Please feel free to contact us or our attached references. We would like to discuss opportunities to work together.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Hanssen".

Jim Hanssen
Business Manager
EcoGro

A handwritten signature in black ink, appearing to read "Eric Dawalt".

Eric Dawalt, P.E.
Project Manager
Ridgewater





PROFESSIONAL SUMMARY

Russ Turpin has been involved with nearly all of EcoGro's projects through conception, design, construction, maintenance and quality control. As EcoGro's licensed Commercial Pesticide Operator and Applicator, Russ manages stewardship of natural areas and ecological restoration projects in Central Kentucky. He develops landscape plans and manages native plant selection, procurement, installation, monitoring and plant care. When in the field, he operates heavy machinery on active construction projects or implements various technology and equipment for weed control on stewardship sites. While in the office, he assists with project proposals, reporting, documentation, technical presentations and educational programs. As a graduate from the Kentucky Environmental Education Certification program, Russ conducts EcoGro's education and outreach services. With a personal commitment to local water quality and community sustainability initiatives, he offers technical assistance and voluntary service for riparian plantings, rain gardens and other "Green" stormwater practices. Russ has also written several articles about EcoGro's projects and has given presentations to a variety of professional and community organizations.

PROFESSIONAL EXPERIENCE

12/10 – Present **EcoGro, Inc., - Lexington, KY**

Environmental Specialist / Operator: My primary responsibility has been to manage and oversee native plant restoration, weed controls and ongoing stewardship programs on a variety of native habitat projects. I operate heavy machinery and various equipment or technology associated with ecological restoration. As a certified Environmental Educator, I conduct education and outreach programs. In addition, I work to support local initiatives by providing education, outreach and technical assistance for rain gardens and other "Green" stormwater quality BMPs.

5/09 – 12/10

University of Kentucky - Lexington, KY

Extension Associate: This position was created to assist with the development of an Implementation Plan to carry out the Cane Run Watershed Plan, an EPA 319 funded program. Primary responsibilities included BMP implementation planning (identify implementation sites, schedule construction activities, review and develop construction plans), BMP implementation (perform or manage restoration activities, operate heavy equipment, identify plants for removal and installation, adhere to all applicable regulations and permits), BMP maintenance (routinely check BMP implementation sites, perform maintenance as needed, develop a maintenance schedule for sites). Additional technical responsibilities include soil, plant and water sample collection, analysis and record keeping. The education and outreach component entails conducting tours of BMPs, giving educational presentations as well as developing materials for publication.

Russ Turpin
Environmental Specialist



1/06 – 5/09

EcoGro, Inc., - Lexington, KY

Environmental Specialist / Foreman: Installation crew Foreman for erosion controls and native plantings on numerous stream mitigation projects in Kentucky, Tennessee and Ohio. In addition, I operated heavy equipment and coordinated noxious weed controls as well as ongoing stewardship programs. Clients have included engineers, private landowners, industrial facilities, local governments, state agencies, and non-profit organizations. I also developed proposals, designs, estimates and contracts for various EcoGro projects, created the company's website, as well as marketed and implemented erosion controls using bio-based systems in conjunction with various seeding and sediment control techniques.

7/04 - 1/06

Joshua Bills, Professional Land Surveyor - Berea, KY

Survey Rodman: Survey crew and courthouse records researcher.

6/04 – 1/06

Self-employed - Lexington, KY

Natural Landscape Designer: Designed, installed and maintained residential gardens and landscapes, specializing in natural landscape design, Kentucky native plants, wildlife habitat restoration and organic materials.

3/02 – 1/05

Johnson Lawnsapes - Lexington, KY

Foreman: Comprehensive onsite training and supervision of a 2-5 man landscape installation and maintenance crew, developed the company's project tracking and work ledger system, assisted with scheduling and coordinating crew task assignments for weekly work plans, procured and inventoried supplies, and serviced trucks and equipment. Operated various types of heavy equipment.

6/99 – 4/01

Maverick Environmental and Construction Services - Stanford, KY

Site Manager / Geologist: Field management of hazardous waste cleanup – Chicago, IL, Superfund site decontamination – Colby, KS, remediated contamination from underground storage tanks (USTs), composed UST site assessment and progress reports to State regulators, compiled cost tracking and billing statements for State auditors, generated a project status database, operated Geo-probe® direct push auger, collected soil and groundwater samples, and conducted groundwater monitoring program. Additional project management experience with site surveying and layout, generating CAD maps, reconciling design discrepancies, installing utility lines and setting concrete forms to grade specifications, as well as operating heavy equipment. As a construction crew leader, I wrote daily job reports, tracked performance directives, procured and inventoried materials and equipment as well as prepared timesheets.

8/98 – 2/99

Advanced Technologies International, Inc. - Lexington, KY

Project Leader: Conducted UST removal and remediation site investigations, assesses



Russ Turpin

Environmental Specialist

and scheduled soil and groundwater remediation activities, planned soil sampling and monitoring well installations, interpreted analytical data, communicated with clients and State regulators, obtained landfill and encroachment permits, composed progress reports, prepared field information packets and maintained a project tracking database.

- 2/97 – 4/97 **Friends of North Chickamauga Creek Greenway – Chattanooga, TN**
Intern: Evaluated use of an undeveloped section of greenway, assessed the feasibility of a new trail by visually surveying the land, mapped and marked a proposed trail, maintained existing trails, identified areas of exotic plant invasion and composed a project report.
- 5/96 – 8/96 **Tennessee Department of Environment and Conservation, Department of Energy Oversight Division, Local Oversight Committee – Oak Ridge, TN**
Intern: Drafted the Division's annual status report to the public, wrote a summary on the impacts of privatization of DOE nuclear facilities and operations, attended State and federal hearings and public information sessions, and participated in local community outreach events.

EDUCATION, TRAINING AND CERTIFICATION

- 5/15 **Kentucky Environmental Educator Certification, Kentucky Education & Workforce Development Cabinet**
- 6/14 **Water Quality Monitoring Training, Lexington-Fayette Urban County Government.**
- 3/14 **Kentucky Erosion Prevention and Sediment Control (KEPSC) Inspector Qualification, University of Kentucky, Kentucky Transportation Center, #140300039**
- 2/11 **Kentucky Commercial Herbicide Operator & Applicator Certification, License #34670.**
- 2/10 **Vegetation for Restoring Ecosystems and Treating Stormwater, USDA Southern Regional Water Program.**
- 9/10 **Watershed Institute, Center for Watershed Protection.**
- 2/07 **Certified Erosion Prevention and Sediment Control, Level I, Tennessee Dept. of Environment and Conservation, Certification # 113835.**
- 9/06 **First Annual Regional Wetlands Restoration Institute, US Forest Service.**
- 3/06 **CPESC Exam Review Workshop, Louisville MSD & Certified Professional Erosion and Sediment Control.**
- 3/05 **AutoCAD for Stream Restoration and Monitoring, North Carolina State University and University of Kentucky, Biosystems and Agricultural Engineering Dept.**
- 1/02 – 6/03 **Natural Resources Leadership Institute, University of Kentucky.**
- 9/98 **OSHA HAZWOPER Certification, 40 Hour training completed.**
- 8/92 – 5/97 **Bachelor of Science, Environmental Studies: Geology, University of Tennessee at Chattanooga. GPA 3.0**
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Russ Turpin
Environmental Specialist

COMMUNITY ORGANIZATIONS

- 5/15 – Present **Kentucky Association for Environmental Educators, Member.**
- 6/14 – Present **LFUCG Stormwater Stakeholder Advisory Committee, Wolf Run Watershed Representative.**
- 6/13 – Present **Friends of Cane Run, Inc. , Board of Directors.**
- 11/08 – Present **Bluegrass Rain Garden Alliance, Steering Committee Member, Commercial / Professional Team Co-coordinator.**
- 1/08 – 1/10 **Bluegrass Partnership for a Green Community, Water/Stormwater Team.**
- 12/07 – Present **Cane Run Watershed Council, Member.**
- 4/06 – Present **Friends of Wolf Run, Member, Technical Advisory Committee.**
- 5/02 – Present **Wild Ones Lexington Chapter, Member, 5/02 – 12/06 Chapter’s founding President.**
- 6/03 – Present **Kentucky Waterways Alliance, Member.**
- 8/01 – 8/04 **Kentuckians for the Commonwealth, Central KY Chapter, Member.**
5/02 – 6/04: Environmental Work Team Co-coordinator.
11/03 – 6/04: Land Reform Committee Representative.
- 1/02 – 1/04 **UK-LFUCG Arboretum Arbor Day, Planning Committee Member.**

PRESENTATIONS AND OUTREACH EVENTS

- 4/15 **Tennessee American Water Resource Association, estimating stormwater BMP load reduction costs.**
 - 4/15 **Green Acres Neighborhood Association, riparian buffers and community tree planting.**
 - 4/15 **Montessori Middle School of Kentucky, riparian buffers and student tree planting.**
 - 3/15 **Clays Mill Elementary School, riparian buffers and student tree planting.**
 - 3/15 **Providence Montessori School, rain garden design.**
 - 9/14 **Owensboro Regional Water Resource Agency, rain garden design and construction.**
 - 3/14 **Montessori Middle School of Kentucky, riparian buffers and student tree planting.**
 - 3/14 **Clays Mill Elementary School, riparian buffers and student tree planting.**
 - 11/13 **Tennessee American Water Resource Association, Town Branch stream mitigation.**
 - 8/13 **Kentucky Stormwater Association, James Lane Allen feasibility study and stormwater BMP cost – effectiveness analysis.**
 - 8/13 **UK FUSION, stormwater education and service project in McConnells Trace greenway.**
 - 10/12 **Kentucky Waterways Alliance, Town Branch stream mitigation.**
 - 3/12 **Kentucky Water Resource Research Institute Annual Symposium, James Lane Allen feasibility study and stormwater BMP cost – effectiveness analysis.**
 - 1/12 **Cumberland River Compact, Town Branch stream mitigation webinar.**
 - 8/11 **Cane Run Watershed Festival, rain gardens and rain barrels.**
 - 8/11 **Coca Cola Stormwater Replenish Project, rain garden design for stormwater management.**
 - 10/10 **Hoe and Hope Garden Club, stormwater issues in Lexington.**
 - 9/10 **Royal Springs Middle School, riparian buffer zones.**
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Russ Turpin

Environmental Specialist

- 8/10 **UK FUSION**, stormwater education and service project in Green Acres neighborhood.
- 3/10 **Lexmark Sustainability Series**, Cane Run Watershed Project update.
- 2/10 **Bluegrass Home Learners Coop**, Cane Run watershed.
- 2/10 **Gardening Angels Garden Club**, discussion of native plants for landscaping.
- 1/10 **UK Energy Fair**, Watershed education activities for schoolchildren.
- 1/10 **Liberty Elementary School**, Science Fair judge.
- 1/10 **Soil Mates Garden Club**, native plants and water quality BMPs.
- 11/09 **Bluegrass Region, Federation of Kentucky Garden Clubs annual meeting**, rain gardens.
- 10/09 **Russell Cave Elementary 5th Graders**, 4H2O Water Ambassador Pilot Program.
- 9/09 **Mill Creek Elementary Creek Day**, macroinvertebrates and water quality indicators.
- 8/09 **Rain Day at Springhouse Gardens**, rain gardens, watersheds and water quality BMPs.
- 5/09 **KY Div. of Compliance Assistance, Green Infrastructure Series**, Bluegrass Rain Garden Alliance.
- 2/09 **Kentucky Water Resources Annual Symposium**, Bluegrass Rain Garden Alliance.
- 12/08 **UK, College of Ag., Invasive Species Conference**, using native plants in residential landscapes.
- 10/08 **Bluegrass Green Living and Energy Expo**, rain gardens and native plants along waterways.
- 4/08 **LFUCG Earth Day**, Coca Cola rain garden.
- 3/08 **Franklin County Cooperative Extension Service**, rain garden design and construction.
- 10/07 **Bluegrass Green Living and Energy Expo**, rain gardens and native plants along waterways.

PUBLICATIONS

- Streamside Buffer Zones***, University of Kentucky Cooperative Extension brochure, August, 2010.
 - Building A Rain Barrel***, University of Kentucky Cooperative Extension, publication HENV-201, July, 2010.
 - Low Maintenance Landscaping***, Kentucky Gardener. September, 2008.
 - Low-Maintenance, High-Impact Gardens; finding the balance between mankind and nature.*** Kentucky Gardener. October, 2007.
 - Kentucky Favorites: Using native plants in the home landscape.*** Kentucky Gardener. September, 2007.
 - Backyard Rain Gardens.*** Kentucky Gardener. February, 2007.
 - Create a Scene with Evergreens.*** Kentucky Gardener. April, 2005.
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Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 5, 2018

INVITATION TO BID #48-2018 Horticultural Services

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

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

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

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

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

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

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

Submitted by: Eco Gro (DBA of Advanced Matching Technologies, Inc.)
 Firm Name

Po Box 28273

Address
Lexington, KY. 40522
 City, State & Zip

Bid must be signed:
(original signature)

[Signature] President
 Signature of Authorized Company Representative – Title

Jim Hansen
 Representative's Name (Typed or printed)

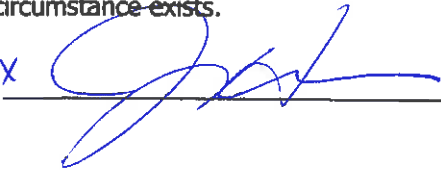
859 621 7461 866 348 0528
 Area Code - Phone - Extension Fax #

Jim@ecogro.net
 E-Mail Address

AFFIDAVIT

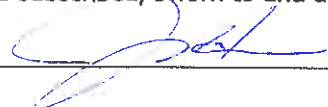
Comes the Affiant, JAMES HANSEN, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is JAMES Hansen and he/she is the individual submitting the bid or is the authorized representative of Eco Gro 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. X 

STATE OF Kentucky

COUNTY OF Fayette

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

My Commission expires: 9/8/19

Megan Abell
NOTARY PUBLIC, STATE AT LARGE

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



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). 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 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 #48-2018 Horticultural Services"

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

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

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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

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

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature

Name of Business

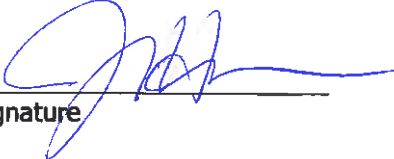
GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance

written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an Independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

4-18-18
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Eco Gro

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																	
Professionals		1															1
Superintendents														1			1
Supervisors		1															1
Foremen																	
Technicians		1															1
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft		11															2
Service/Maintenanc																	
Total:																	6

Prepared by: *Josh Resnicant* Date: 4 / 18 / 18
 (Name and Title)

Revised 2015-Dec-15

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

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

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

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

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

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

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

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Byne	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbec.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 48-2018

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. * we will		Make every effort to obtain	DBE, MWDBE participation	
once a		specific	scope of work is put forth	
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Evo Pro
 Company
4-18-18
 Date

JAMES HANSSAW
 Company Representative
PRESIDENT
 Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 48-2018

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
* Once we find out the scope of work we can initiate the request from MWDBE for quotes on work associated w/ their expertise.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Evo Gro
Company

4-18-18
Date

JAMES HANSSON
Company Representative

President
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 48 2018

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.	N/A				

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 48-2018

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>EcoGro</u>	Contact Person <u>JAMES HANSEN</u>
Address/Phone/Email <u>PO Box 22273 Lexington, KY 40522</u> <u>859 621 7461 Jim@ecogro.net</u>	Bid Package / Bid Date <u>48-2018 4-19-18</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.

EcoGro
Company
4-18-18
Date

JAMES HANSEN
Company Representative
President
Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 48-2018

Total Contract Amount Awarded to Prime Contractor for this Project N/A unknown

Project Name/ Contract # <u>Horticultural Services 48-2018</u>	Work Period/ From: _____ To: _____
Company Name: <u>Ecobro</u>	Address: <u>PO Box 22273 Lexington, KY 40522</u>
Federal Tax ID: <u>611392019</u>	Contact Person: <u>Jim Hansen</u>

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.

Ecobro
Company

JAMES HANSEN
Company Representative

4-18-18
Date

President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 48-2018

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

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

_____ 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.

Eco Pro

Company

4-18-18

Date

JAMES HANSEN

Company Representative

President

Title

* Will request Quotes once a job has been established or requested.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00470806



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Robert Blain PHONE (A/C, No, Ext): (859) 233-1461 E-MAIL ADDRESS: rblain@altorstrick.com FAX (A/C, No): (859) 281-9450	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Company	
		INSURER B: Ohio Security	
		INSURER C: KY AGC Self Insurer's Fund	
		INSURER D:	
		INSURER E:	
		INSURER F:	

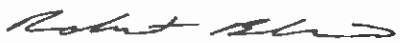
COVERAGES **CERTIFICATE NUMBER:** 2018-2019 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FEI-ECC-18954-04	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ 3,000,000
	OTHER:						Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY			BAS55894370	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			16876	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 4,000,000
							E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	Pollution Liability			FEI-ECC-18954-04	3/1/2018	3/1/2019	occurrence \$1,000,000 agg \$2,000,000
	Professional Liability						occurrence \$1,000,000 agg \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 LFUCG is considered an additional insured in respect to the general/professional/pollutuion and auto liability including completed operations if required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation in favor of LFUCG if required by written contract.

Job: Cold Stream Park Stream Restoration

CERTIFICATE HOLDER esebren@lexingtonky.gov LFUCG 200 E Main St Lexington, KY 40507		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Blain/RHB 	
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**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
REQUEST FOR BID
#48-2018 Horticultural Services**

SCOPE OF WORK

This request for bid is to establish a price contract for horticultural services for the Lexington-Fayette Urban County Government (LFUCG). The terms of the contract will be for two (2) years with automatic three (3) one year renewals. Horticultural services shall include, but not be limited to:

- supplying high quality nursery stock (e.g. trees, shrubs, container plants, annuals, perennials, seedlings, plugs, seed mixes), and related landscaping supplies, and/or
- installation of small and large public landscaping projects, primarily for civic beautification projects, but may also include naturalized areas (e.g. pollinator beds, rain gardens, wetlands, stream buffers, etc.), plant bed preparation, sod installation, and incidental site work, and/or
- all aspects of four season maintenance of existing public landscaping installations, and/or
- design, installation and maintenance of irrigation systems.

CONTRACTING PROCESS

LFUCG shall request quotes under this contract on a lump sum basis, following LFUCG procurement rules.

Contracted firms are free to bid on some jobs and not others depending upon their areas of expertise and availability.

The lowest bidder that is able to meet the specific project specifications, quality, and schedule shall be awarded the job. The selected bidder shall do all of the work and furnish all of the management, supervision, labor, materials, tools, equipment, excavation, and incidentals necessary for the performance and completion of this contract.

If an unknown site condition is encountered during installation, LFUCG reserves the right to negotiate a change in price terms. Failure to begin a project on time, maintain the project schedule, meet project specifications or quality, meet permit requirements, or come to an agreement on price or specification changes, may result in removal of a contractor from a specific job.

Contractors that have installed a specific landscaping project for LFUCG may be given right of first refusal for ongoing maintenance services on that specific installation.

There will be no guarantee of work for any firm. LFUCG reserves the right to utilize vendors not on contract for similar work within procurement guidelines. If a contracted firm has a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in writing.

GENERAL CONDITIONS

All work performed shall meet all project specifications described in the individual project quote requests, be of professional quality, and meet all industry standards.

All plant material shall meet the requirements of American Standard for Nursery Stock ANSI Z60.1 – 2014 or later edition.

All work shall be performed in a safe manner, following all local, state, and federal laws and project specific permit requirements, including but not limited to traffic control devices, erosion control measures, and method and location of transport and disposal of construction debris. Hi Visibility clothing shall be worn by all personnel when working within a road right-of-way.

The Contractor shall be responsible to have all utilities located prior to any digging, and work methods shall be modified as needed to avoid utilities.

Before and after site photos shall be provided to LFUCG at the completion of job with the invoice. LFUCG and the Contractor may negotiate terms for invoice scheduling on larger jobs.

Only personnel with a valid Pesticide Applicator's License shall apply pesticide on projects associated with this contract. All pesticides shall be approved by LFUCG prior to use.

The Contractor hereby agrees to indemnify and hold harmless the LFUCG, its employees and agents, from any claims or demands whatsoever arising from the Contractor's performance under this contract.

A performance bond will be required on projects exceeding \$50,000.

The Contractor shall keep in force at all times liability insurance in amounts specified herein. The Contractor hereby accepts responsibility for any loss or damage to property owned by LFUCG or the general public caused by the Contractor's employees or agents. Contractor shall replace or repair same at his own cost and expense in like kind and at the direction of the Division of Environmental Services. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the LFUCG, the cost of such work shall be deducted from the Contractor's payment. Failure to maintain such insurance shall be cause for cancellation of this contract without notice.

The Contractor shall guarantee new plant material for one calendar year from the date of installation. Trees that are diseased, dying, or dead within that one year shall be replaced by the Contractor at no charge to LFUCG. (The warranty shall not cover plants damaged by others after job has been completed and contractor has left the job site.) Replacement plants installed under this warranty shall be guaranteed for one full growing season from date of installation.

LFUCG may cancel this contract without notice if the Contractor fails to perform the services herein. In the event of such cancellation, the LFUCG may make arrangements as it deems necessary to secure the services specified.

The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.