

### Bid 104-2024 Siteone Landscape Supply Supplier Response

### **Event Information**

Number:

Bid 104-2024

Title:

Horticulture Products for Golf Courses Supplemental

Type:

Competitive Bid

Issue Date: 7/15/2024

Deadline: 7/29/2024 02:00 PM (ET)

Notes:

THIS IS A SUPPLEMENTAL BID. IF YOU SUBMITTED ON BID 96-

2024 PLEASE DO NOT RESUBMIT.

ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS

SOLICITATION.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

### **Contact Information**

Contact: Jessica Allinder

Address: Procurement

Government Center Building

200 East Main Street

Lexington, KY 40507

Email:

jallinder@lexingtonky.gov

### Siteone Landscape Supply Information

Address:

Bids Department

1385 East 36th Street Cleveland, OH 44114

Phone:

(800) 321-5325 x2550

Fax:

(248) 581-1433

Web Address: www.siteone.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent big/RFP/RFQ/Quote/Auction documents

bids@SiteOne.com

Email

### **Bid Attributes**

Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES



# Lexington-Fayette Urban County Government Lexington, Kentucky Horse Capital of the World

		norse Capital of the World	
Division of Procure	ement	Da	ate of Issue: July 15, 2024
INVITATIO	N TO BID # 104-2	2024 Horticulture Products for Golf Cou	ırses Supplemental
<b>Bid Opening Date:</b> Address:	July 29, 2024 All bids must be submi	Bid Opening Time: 2:00 PM itted on line at <a href="https://lexingtonky.ionwave.net/">https://lexingtonky.ionwave.net/</a>	
Type of Bid:	Price Contract		
Pre Bid Meeting: Address:	N/A N/A	Pre Bid Time	:: N/A
	shipping, handling and asso	://lexingtonky.ionwave.net/ until 2:00 PM, prevailing local date and time.  Deciated fees to the point of delivery (unless otherwise specification)	
attached to bid propos	cations MetExcept al submitted.	Check One: tions to Bid Specifications. Exceptions shall be itemized and fayette Urban County Government may be using Procurement Procurement County	Proposed Delivery:  do days after acceptance of bid.
	poyment. Will you t	eccept Procurement Cards?  Yes  This document should be completed and uploa	No
Submitted by	: Site	One Landscape Supply	
	Firm Name		
*	Address	SiteOne Landscape Supply 1385 East 36th Street Cleveland, Ohio 44114	<del></del>
Bid must be		Nove St. Bid Rep	•
	Signature	of Authorized Company Representative - Title	
		Monique Potts	
	Representat 216-70 Area Code -	tive's Name (Typed or printed) 6-9250 248-581-143  Phone <b>bracesics</b> Phone <b>bracesics</b>	33
	E-Mail Addre	ess	

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

			<b>AFFIDAVIT</b>	
pe	Comes the Affiant rjury as follows:	, Monique Po	otts	and after being first duly sworn under penalty of
1.	His/her name is	Monique Potts	and he	/she is the individual submitting the bid or is the
	authorized representation	ve ofSiteOne	Landscape !	
	the entity submitting th	e bid (hereinafter referred to	as "Bidder")	
2.	Bidder will pay all taxes is submitted, prior to aw life of the contract.	and fees, which are owed to vard of the contract and will r	o the Lexington-Fay maintain a "current	yette Urban County Government at the time the bid status in regard to those taxes and fees during the
3.	Bidder will obtain a Lex contract.	xington-Fayette Urban Coun	ity Government bu	isiness license, if applicable, prior to award of the
4.	Bidder has authorized thand to disclose to the U obtained.	ne Division of Procurement to rban County Council that tax	o verify the above-r kes and/or fees are	mentioned information with the Division of Revenue delinquent or that a business license has not beer
5.	Bidder has not knowingly past five (5) years and t the Commonwealth.	y violated any provision of th he award of a contract to th	e campaign finance e Bidder will not vid	e laws of the Commonwealth of Kentucky within the olate any provision of the campaign finance laws of
6.	Bidder has not knowingly Ordinances, known as "E	y violated any provision of Cl Ethics Act."	napter 25 of the Lex	xington-Fayette Urban County Government Code of
7.	Bidder acknowledges the described by a statute or is of that nature or that t	ordinance defining an offen	of this Affidavit mese, that a person is	eans, with respect to conduct or to circumstances aware or should have been aware that his conduct
	Further, Affiant saye	th naught.	Vragen )	Polls
STA	ATE OF Dhi		V	
cou	UNTY OF Cuy	ahoga		
by _	The foregoing instrur	ment was subscribed, sworn ue Potts	to and acknowledg	2 - Hr
of _	July ,2	12/2000		Valerie Roberts  NOTARY PUBLIC STATE OF OHIO  My Commission Expires
	My Commission expir	res: <u>(e  5  010049</u>		06/03/2029
		NOTAR	Y PUBLIC, STATE A	AT LARGE

### 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 <a href="www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as <a href="mailto:non-compliant">non-compliant</a>.

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 <a href="www.Greenseal.org">www.Greenseal.org</a> 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?

### II. <u>Bid Conditions</u>

- 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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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, all parts to one vendor or all parts to multiple vendors.
- 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 Procurement. 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.
- Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- 3. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/
- 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> 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 <u>1</u> 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)
- Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. 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.
- 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 Procurement.

### **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 I	listed above that govern employment rights of minorities, women, veteral
status, disability and age.	veteral
Signature	SiteOne Landscape Supply
Signature	Name of Puriness

Page 8 of 30

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.
- 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".
- 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.
- 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, 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.

- 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.
- 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'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

Date

1-25-24

### **WORKFORCE ANALYSIS FORM**

Name of Organization	on:		Site	One	Lai	ndsc	ape	Sup	ply								
PI	ease	S	33	a	Ha	ch	ed	2:	20	2.8	Po	R	-				
Categories	Total	l)  His	hite Not panic or tino)	c	panic or ino	Afri Ame (N Hisp	ck or can- erican lot panic atino	Na Haw a Ot Pa Isla (N Hisp	ative vaiian nd ther cific nder Not panic patino	As	ian lot anic r	Ame Indi Ala Na (r Hisp	erican an or skan itive not panic atino	more ( Hisp	wo or e races Not panic or atino	To	otal
A.1		М	F	M	F	М	F	M	F	М	F	M	F	М	F	М	F
Administrators		01-11															
Professionals				_													
Superintendents																	
Supervisors																	
Foremen		_															
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical														- 1.1			
Skilled Craft																	
Service/Maintenance																	
Total:																	
Prepared by:	Moniqu	Je F	Potts		Sr.	Bid	Rep		bate	. <u>7</u>		25	124	1			

Prepared by: _	Monique Potts	Sr. Bid Rep	Date:	7,25,24
	(Name and Title)			Revised 2015-Dec-15

### U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

	-37 - 17		C.F.	CTION								E	piration l		30/2026
			SE	CTION		PE OF									
		SE	CTION	NB-EN					IN						
OFS COMPANY ID					LO	DICTO,			R NAME						
A301498						SITEO	NE LAN	NDSCA	PE SU	PPLY L	LC				
ADDRESS								CITY/I	OWN			STAT	E	ZIP	CODE
300 COLONIAL CENTER								ROSV				GA			076
SECTION C - HO/ESTABLISHMENT-LEVEL UNIT ID	HEAD	QUART	TERS C	RESTA	BLISE	HMENT	-LEVE	L IDE	NTIFIC	CATION	(if appl	icable)		00	010
HQ/ESTABLISHMENT-LEVEL UNIT ID					HEAI	DQUART	ERS OR	ESTAB	LISHME	NT-LEV	EL NAM	IE			
HEADQUARTERS OR ESTABLISH	MENT-L	EVEL A	DDRESS	3				CITY/T	OWN			STAT	E	ZIP	CODE
	SEC	TION	) – EM	PLOYE	RIDEN	NTIFIC	ATION	NUMI	BER (E	IN)					
					36448	35550									
VES (Employed File)	1	SECT	TON E	- EMP	LOYEI	R FILIN	G ELI	GIBILI	TY						
X YES (Employer Is Eligib	le to Fil	e) LI N	O (Em	oloyer Is	Not Eli	igible to	File)	] EMP	LOYE	RNOLO	ONGE	R IN BU	SINESS		
S	ECTIO	NF-F	EDER.	AL CON	TRAC	TOR D	ESIGN	ATION	(if appl	licable)					
VES (Simple Fetablish		٠ ـ ـ	nique E	Entity ID	(UEI):	Not Ap	plicabl	е							
YES (Single-Establish	ment En	nployer	is Feder	ral Contra	actor)	YES	(Multi-I	Establis	nment E	mployer	is Fede	ral Contr	actor)		
YES	(Headqı	arters i	s Federa	al Contra	ctor)	YES (	Non-He	adquart	ers Esta	blishmen	t is Fed	eral Con	tractor)		
			YES (C	one or M	fore No	n-Heado	uarters	Establi	shments	is Feder	ral Cont	ractor)			
			SECTI	ON G -	NAICS	SINFO	MATI	ON				nactor)			
4234	190 - O	ther Pr	ofessio	nal Equ	ipment	t and Si	ipplies	Merch	ant Wh	olesaler	S				
	$-\frac{s}{1}$	ECTIC	NH-	WORK	FORCE	EDEMO	OGRAP	HIC D	ATA						
	Hie	nanic	_				Race/								
		Hispanic Not Hispanic or Latino or Latino Male Female													
							1	T	1	1	re	male		Т—	-
				-		Native Hawaiian or Other Pacific Islander	5	8	1	-		F 5	<u> </u>	φ.	
JOB CATEGORIES		1 -	1	Black or African American		ian	ian	Sac	1	S		and	ve an	ace	Row
	Male	Female	ig.	ck or Afric American	a	Wai	Nat a	2	2	Black or	=	i saii	lati	9	Tota
	ž	i i	White	Jo Je	Asian	E Ha	an	8	White	ack	Asian	i a	E B	Jo.	
		-		A ack		8 g	aric	ō	-	g m	٩	Pa	ask	2	
				<u>aa</u>		Native Hawaiian or	American Indian or Alaska Native	Two or More Races		Black or African American		Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
						- 6	`	-		`		Ző	⋖	=	
xecutive/Senior Level Officials and Managers irst/Mid-Level Officials and Managers	0	0	40	1	1	0	0	0	4	0	0	0	0	0	46
Professionals	236 22	39	1366 217	31 24	16 14	5	6	20	237	12	7	1	3	8	1987
echnicians	11	0	17	0	0	0	0	4	139	11	12	0	2	5	470
Cales Workers Caministrative Support Workers	366	123	1041	31	7	9	6	21	329	7	3	1	2	9	30 1955
Craft Workers	22	33	133	12	4	0	0	2	189	26	5	1	1	5	433
peratives	14 489	16	43 834	153	_1_	0	1	1	1	0	0	0	0	0	62
aborers and Helpers	220	19	151	42	0	6	8	21	29	3	0	0	2	2	1562
ervice Workers	0	0	0	0	0	0	0	7	17	1	0	0	0	0	464
<b>CURRENT 2023 REPORTING YEAR TOTAL</b>	1380	251	3842	294	46	22	22	77	946	60	0	0	0	0	0
STATE STATE STATE STATES						DEAL.	E III		340	60	27	3	10	29	7009
PRIOR 2022 REPORTING YEAR TOTAL	1216	182	3647	281	45	19	23	61	827	56	26	3	10	23	6419
	5	SECTIO	ON I – V	VORKE	ORCE	SNAPS	нот в	ERIO	)	March			10	20	0419
SECTION I				12/4/20	23 - 12	2/10/202	23								
Not Applicable SECTION J	- HEAL	QUAN	CLERS	OR EST	ABLIS	SHMEN	T-LEV	EL CC	MMEN	VTS (opt	ional)				
The second secon															

### DIRECTOR, DIVISION OF PROCUREMENT 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 Procurement 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 Procurement Lexington-Fayette Urban County Government 200 East Main Street 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.

#### В. **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:
  - The Lexington-Fayette Urban County Government, Division of Procurement (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 Procurement Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
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 Procurement):

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.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <a href="https://lexingtonky.diversitycompliance.com/">https://lexingtonky.diversitycompliance.com/</a>

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	ttyra@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 Bynes	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@nwboc.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 # 104-2024 Hort. Products for Golf Courses Supplement

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 Procurement 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 Tota Contract
1.			work	
2.				
3.				

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.

Company	Company Representative	_
Date	Title	_



# N/A - No Subcontracting

LFUCG MWDBE PARTICIPA	TION F	ORM ,	
LFUCG MWDBE PARTICIPA Bid/RFP/Quote Reference #_	104-3	2024	

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 Procurement for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

Company	Company Representative
Date	Title



Date

# No Subcontracting

### 

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 Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

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

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

Company

Company Representative

Title



# No Subcontracting

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Addre	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	Veterar

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

N/A



### 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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

Project Name/	Contract #			Work Period/	From:		To:
Company Name: Federal Tax ID:				Address:			
				Contact Person:			
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarde to Prim for this Project	d this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
y the signature belopresentations set for the set of the signature belonder applicable Federal Properties of the second set of the second seco	orth below is tru	e. Any misrepre	esentation	s may result in the	e termination of t	n is correct, an he contract ar	nd that each o
ompany			Co	ompany Represe	entative	332	

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote #_	104	-20	24	1
, , , , , , , , , , , , , , , , , , , ,		00	0	



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 Procurement 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

N/A

	Veteran-Owned businesse unacceptable and/or copie a bid.	es which were not used due to uncompetitive pricing or were rejected as es of responses from firms indicating that they would not be submitting
	fact that the bidder has the will not be considered a sequence. Nothing in this pre-	nit sound reasons why the quotations were considered unacceptable. The se ability and/or desire to perform the contract work with its own forces ound reason for rejecting a MWDBE and/or Veteran-Owned business's rovision shall be construed to require the bidder to accept unreasonable MWDBE and Veteran goals.
	Made an effort to o businesses to obtain the satisfy the work requirements	offer assistance to or refer interested MWDBE firms and Veteran-Owned necessary equipment, supplies, materials, insurance and/or bonding to ents of the bid proposal
	Made efforts to exp the usual geographic boun	and the search for MWBE firms and Veteran-Owned businesses beyond adaries.
	Otherany other ev reasonable good faith effo	ridence that the bidder submits which may show that the bidder has made orts to include MWDBE and Veteran participation.
	rejection of bid. Bidders m which is subject to approv	any of the documentation requested in this section may be cause for pay include any other documentation deemed relevant to this requirement wal by the MBE Liaison. Documentation of Good Faith Efforts must be the participation Goal is not met.
The undersign	ned acknowledges that all info et and/or be subject to applic	ermation is accurate. Any misrepresentations may result in termination able Federal and State laws concerning false statements and claims.
Company		Company Representative
Date		Title

## AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

- 1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
- 2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
- 3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
  - (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
  - (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for Page 27 of 30

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
- 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
- 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
- 13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
- 14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

- 15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:
  - a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.
- 17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

- 18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.
- 19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

### Lexington-Fayette Urban County Government Division of Parks and Recreation

# BID 104-2024 HORTICULTURE PRODUCTS FOR GOLF COURSES SUPPLEMENTAL

ALL BIDDERS MUST FURNISH SPECIFICATION

(NOT MSDS SHEETS) SHEETS FOR ALL PRODUCTS BEING BID

AS PART OF THE BID PACKAGE TO MEET BID REQUIREMENTS,

BIDS NOT FULFILLING THIS REQUIREMENT WILL NOT BE ACCEPTED.

### FERTILIZERS

### 1. FAIRWAY FERTILIZER

Approximate ratio of 4-1-2. A minimum of 90% of the nitrogen derived from urea and methylene urea of which a minimum of 21.0% is derived from water insoluble methylene urea. The phosphorus derived from ammoniated phosphate and the potassium for potassium sulfate.

Product to be non-burning, ready-to-use, granular particles, largely dust-free. No inert or filler used.

Analysis Lbs. per bag Rate Per Acre Active Ingredient Unit Price

### 1a. FAIRWAY FERTILIZER

Approximate ratio of 22-0-11, slow release.

Lbs. per bag Rate Per Acre Active Incredient Unit Price

### 2. GREENS FERTILIZER

Approximate ratio 3-0-2. All the Nitrogen derived from Urea and Methylene Urea. A minimum of 33.2 percent is from water-insoluble methylene urea: the remaining 66.8 percent derived from water-soluble urea and methylene urea. Potash (16%) and sulfur (8%) derived from potassium sulfate. Other nutrients: magnesium (2%), boron (0.02%), copper (0.05%), iron (0.10%), manganese (0.05%), molybdenum (0.005%) and zinc (0.05%).

Product to be non-burning, ready to use, granular particles, largely dust free.

21-4-11

Analysis

Analys

### 3. STARTER FERTILIZER - GREENS GRADE

Approximate ratio of 3-4-1 or equivalent. A minimum of 97% of the nitrogen derived from urea and methylene urea of which a minimum of 3 % is from water insoluble methylene urea.

Product to be dry applied, granular, and non-burning particles. Ingredients reacted and condensed to form a cellular, self-supported product. 12-24-88 40 200 16
Analysis Lbs. per Bag Rate Per Acre Active Ingredient 4. 17-3-19 Starter fertilizer. Active Ingredient: Nitrogen, Phosphate, Potash Rate: Variety 5. 16-3-6 W/DIMENSION FAIRWAY GRADE A selective herbicide that provides pre-emergence control of listed annual grasses and broadleaf weeds in established cool and warm season turf grasses Total Nitrogen 16% (1.2% Ammoniacal Nitrogen, 14.8% Urea Nitrogen), Available Phosphoric Acid 3%, Soluble Potash 6%. Active Ingredient: Dithlopyr 0.13% Dimension.15% 13-0-5 50
Analysis Lbs. per Bag Lbs. Per 1000 Active Ingredient 5a. 2-0-1 W/DIMENSION Dimension.15% 19-0-6 5015 1 15 Nitrugen
Analysis Lbs. per bag Rate Per Acre Active Ingredient

ingredient Office

#### 6. HIGH POTASSIUM FERTILIZER

Approximate Ratio of 0-0-50. All nitrogen derived from urea and methylene urea of which 3.3% is derived from water-insoluble methylene urea. Remaining nitrogen derived from water soluble urea and slowly available methylene urea. Potash and sulfur derived from potassium sulfate.

The product to be non-burning when used as directed, dust-free, ready-to-use, homogeneous, high density granules. Contains no inert filler. No chloride containing salts.

Analysis

Analysis

Solution

Soluti

#### 7. TURF FERTILIZER

Approximate ratio of 2-0-1 or equivalent, plus 5% manganese. 100% of the nitrogen derived from urea and methylene urea. 5.1% is from water-insoluble methylene urea; the remaining water-soluble urea and slowly available methylene urea. Nitrogen availability in dry form in soluble fraction 40-50%

Product to be non-burning, ready to use, dust free, composed of dense homogeneous granules.

Analysis Lbs. per Bag Lbs. Per Acre Active Ingredient Unit Price

#### 8. FLUID FERTILIZER

Approximate ratio 18-1-2. Nitrogen is derived from urea and water soluble nitrogen with 54% being treason nitrogen.

A clean, true solution with a good range of tank mix compatibility's.

18-3-6 Analysis Gal. per Case Oz.per 1000 Active Ingredient Price per Case

#### 8a. FLUID FERTILIZER

Approximate ratio of 4-1-4. 2-0-12 5 sal  $235 \cdot 04$ 

page 4

Analysis	Lbs. per bag-	Rate Per Acre	Active Ingredient	Unit Price	
8b. FLUID FERTI	LIZER				
Approximate 18-3-4 Analysis	te ratio of 18-3-6.	3fl.02 per	Ure A/Phos Active Ingredient	229.78 Unit Price	
8c. FLUID FERTIL	CASE	Rate Per Acre-	, touvo inigrodione	OTHER FICE	
Approximat  30-0-0  Analysis	te ratio of 30-0-0.  5 aal Lbs. per bag CAS &	H-80Z Rate Per Acre 1000 Sq. Ft.	Unea - Iginzon Active Ingredient	E 95.34 Unit Price Case	
8d. FLUID FERTIL	IZER	U			
Approximate  3-5-17 M  Analysis	te ratio of 3-6-12  Los perbag  Case	Rate Per Acre	Active Ingredient	Unit Price	
8e. FLUID FERTILIZER					
Approximate <u>Le-4-</u> 4 <sup>C</sup> Analysis	E ratio of 1-1-1.  Micros  Lbs. per bag	12 fl oz Rate Per Acre 1000 Sy ft	Active Ingredient	Unit Price CASE	
9. ROUGH GRAD	E FERTILIZER	D			
Approximate 2-1-1 Ratio: Nitrogen source to be derived from Urea.					
3.1 lbs. Unit Price  Analysis Lbs. per Bag  3.1 lbs. Unit Adjugat 22.51  Lbs per Acre Active Ingredient Unit Price					

10. PREEMERGENT FOR GREENS AND FINE TURF 10-3-10, .13 dithiopyr

18-6-15

.164% Dithiopyr/65%Nutralene

Dinension 2190
Analysis Lbs per Bag Lbs per 1000 Active Ingredient Unit Price
11. UREA 40-0-0 40% nitrogen based granular fertilizer 50 Pound Bags
Price per bag
12. Urea 35-0-0 44-0-0 35% nitrogen based granular 50 lb bags
Price per bag
13. Phosphite
Liquid foliar BRANd+ Tunfzilla 2.5gal/cont
Active Ingredient: Phosphite 25-40% (Approx.)  101-45  Price per-bag 2.5 gal
14. LIQUID FERTILIZER LESCO Carbontro-L MobilEX O. 75cFe Kelp/Humates Derived from Humus
Analysis 2.5gal Rate Per Acre Active Ingredient Unit Price
15. Advantage
Liquid foliar fertilizer. Approximate ratio of 5-0-0 or equivalent.
5-0-1 2.5 gal 3-6 fl 02 with A 129.50  page 6

Analysis

Lbs. per bag

Rate Per Acre

Active Ingredient

Unit Price

16. Upplause Plus

10% Liquid Nitrogen Fertilizer. Approximate ratio of 10-0-0 or equivalent.

0-0-0 Analysis

Lbs. per bag

3 - 4 + 1 02 Rate Per Acre

Active Ingredient

Unit Price

**HERBICIDES** 

1. DITHLOPYR (AGENCY PRICING)

	A selective herbicide that provides pre-emergence control of listed annual grasses and broadleaf weeds in established cool and warm season turfgrasses.  Active Ingredient: Dithlopyr 40 % Dimension Ultra 40 WSP					
	Pate Per Acre Dithlopus 134.50  Unit Price 8 x 502					
	1a. SUITABLE SUBSTITUTE					
	Rate Per Acre Active Ingredient Unit Price					
2.	TRIMEC BENTGRASS, OR SUITABLE SUBSTITUTE					
	A broad spectrum herbicide which contains .5 lbs. of 2 4-D; 1.5 lbs. of MCPP and .2 lbs of Dicamba. Can be used on bentgrass fairways, tees and greens.					
	Rate per Acre  2,4-D Dicamba    164.00					
	2a. SUITABLE SUBSTITUTE					
	Rate Per Acre Active Ingredient Unit Price					
3.	TRIMEC CLASSIC, OR SUITABLE SUBSTITUTE					
	A broad spectrum herbicide which contains 2.03 lbs 2, 4-D, 1.08 lbs MCPP and 0.21 lbs Dicamba.					
	3.25 - 4 pints Dints per Acre 2, 4-D Active Ingredient Unit Price Unit Price					
	3a. SUITABLE SUBSTITUTE LESCO Three-Way Selective					
	Rate Per Acre  Active Ingredient  Lol. 45 per 2.5 gal  Unit Price					
4.	PACLOBUTRAZOL, OR SUITABLE SUBSTITUTE					

Active ingredient: Paclobutrazol (22.3%)

Rate: 64 fluid ounces treats 2-10 acres (depending on rate applied)

# NO BID

Rate Per 1000 Gallons per case Active Ingredient Price per Case 4a. TRIMMITT (AGENCY PRICING) 4b. SUITABLE SUBSTITUTE Rate Per 1000 Gallons per case

Gallons per case

Gallons Per case

Active Ingredient

Price per Case

Paclobatrazol

723.52 5. PRIMO MAX (AGENCY PRICING) PAC-LOW 6.4-3202 A plant growth regulator that improves the quality of cool season turf grasses. Active Ingredient: Trinexapac-ethyl 11.3% Rate: 6-10 oz. /Acre every 10-14 days Active Ingredient Rate per 1000 Price per Case 6. TRINEXAPAC-ETHYL QUALIFICO T-NEX Active Ingredient: Trinexapac-ethyl 11.3% (Approx.) Rate: Approx. 1.5-3 lbs. /acre

# 7. NUTSEDGE CONTROL Sødgehammen

A post-emergence herbicide for control of yellow nutsedge.

Active Ingredients: Halosulfuron Methyl, 75%

Gallons per Case	Halosulfurov Active Ingredient	Meth 4/ 1.3302 Rate per 1000	506 SO Price per Case			
7a. SUITABLE SUBSTIT	Tmazosulfund Active Ingredient	Rate per 1000	S24.00 Price per Case			
8. ACCLAIM (AGENCY	PRICING) Extra	pt X20 cas a				
For postemergend commercial and re	For postemergence annual and perennial grass control in turf grass including sod farms commercial and residential turf, and ornamentals.					
Active Ingredient: I	Active Ingredient: Fenoxaprop-p-ethyl, 6.59%					
Rate: 16-39 oz. /ad	cre					
Gallons per Case	Active Ingredient	P-Ethy/ 14-3902 Rate per 1000	Price per Case			
9. TENACITY (AGENCY PRICING)						
Herbicide for the selective contact and residual control of weeds in ornamental turf grasses.						
Active Ingredient: Mesotrione, 40%						
Rate: 5-8 oz. /acre						
Gallons per Case	Mesoteinu E Active Ingredient	5 - 8 0 z Rate per 1000	Price per Case			
9a. SUITABLE SUE	SSTITUTE MESO 45	C	0.00.00			
Gallons per Case	Mesotrione Active Ingredient	5-802 Rate per 1000- ACre	506.48 Price per Case			
10. GLYPHOSATE	osecutor Pro	11000				

Non-selective herbicide.

Active Ingredient: Glyphosate, 40% (Approx.)

	Rate: Depends on application				
	Gallons per Case	Active Ingredient	Rate per 1000	Price per Case	
	10a. SUITABLE SI	UBSTITUTE	110		
	Gallons per Case	Active Ingredient	Rate per 1000	Price per Case	
11. P	ROXY ( <del>AGENCY PR</del>	RICING)			
	Growth regulator, p	rovides suppression of unw	anted grasses.		
	Active Ingredient: Ethephon (22%)				
	Gallons per Case	Active Ingredient	5 02 Rate per 1000	297·24 Price per Case	
	11a. SUITABLE SU	BSTITUTE Ethepho	N 2 SL		
	Gallons per Case	Active Ingredient	5 oz Rate per 1000	Price per Case	
12. P	YLEX (AGENCY PRI	CING)			
	Weed control, post-	emergence.			
	Active Ingredient: To	opramezone (30%)			
	Variable Rate  A  Gallons per Case  4 pz/cout.	Topped m & Zon & Active Ingredient	Rate per 1000	736.00 Price per Case	

#### 13. Dimension Ultra 40WP

Specialty Herbicide provides control of listed annual grasses and broadleaf weeds.

Active Ingredient: Dithiopyr 40%

Soz X 8 case Dithiopyr Varies

Gallons/Lbs per Case Active Ingredient S Rate per 1000 Price per Case

## INSECTICIDES

#### Mercit 75 WSP 1. IMIDACLOPRID

A systemic insecticide for control of white grubs and bilbugs.

Active ingredients: Imidacloprid 75%

Rate: 1.6 oz/11,000 sq. ft.

Active Ingredient

1.25 - 1.6

Oz. Per 1000

Price per 0

#### 2. BIFENTHRIN

To control pests and insects.

Active Ingredient: Bifenthrin, 7.9%

Rate: .25-1 oz. /1000 sq. ft.

#### 3. TRIPLE CROWN, OR SUITABLE SUBSTITUTE

Insect control.

Active Ingredient: Zeta-Cypermethrin, 2.7%

Rate: 10-15 oz. /Acre

Gallons per Case

Zeta - Cypermethin 10 - 15 oz

Rate per 1000

3a. SUITABLE SUBSTITUTE TRIPLE CLOWN GOLF

Gallons per Case

Active Ingredient

70-/50
Rate per 1000

## 4. ACELEPRYN (AGENCY PRICING)

Insect control.

Active Ingredient: Chlorantranileiprole, 18.4%

Rate: 8 oz. /acre

4 x 4 4 02 Agal Chlorantean / Eipro/E 802

Gallons per Case Active Ingredient Rate per 1000

4550 Price per Case

5. Tetrino

Fast-acting, season-long control of white grubs and annual bluegrass weevil.

Active ingredient: Tetraniliprole

Gallons per Case Active Ingr

Pate por 1000

Price per Case

## **FUNGICIDES**

#### 1. SUBDUE MAXX (AGENCY PRICING)

A systemic fungicide for the control of Pythium.

Active Ingredient: Metalaxyl 21.3%

Rate: 1 -2 ounces per I000 square feet.

Rate per 1000 Metalaxy

1a. SUITABLE SUBSTITUTE MEFENOXAM 2 Ag

Gallons per Case

Rate per 1000 Active

2. IPRODIONE BAYER 26GT

A broad spectrum foliar fungicide for the prevention and control of a wide range of diseases such as leaf spot, pink snow mold, dollar spot, brown patch, gray snow mold, red thread, mildew and fusarium blight.

Active Ingredient: Iprodione 23.3% (Approx.)

Rate: 2 ounces per I,000 square foot at 10-14 day intervals for red thread.

2a. SUITABLE SUBSTITUTE LESCO 18 Plus

## 3. BANNER MAXX (AGENCY PRICING)

Banner is a preventive systemic fungicide that controls dollar spot, brown spot and other diseases.

	Active Ingredient: Propi	conazole 14.3% (Ap	prox.)			
	Rate: 1 oz. per l000 sq.	ft.		2		
	6	e per 1000 Ac	Lopiconazole	1530.00		
				Price per Case		
	3a. SUITABLE SUBSTI	TUTE LESCO S	spectator Ultra			
	5	102	Propicosazole Active Ingredient	319.56		
	Gallons per Case	Rate per 1000	Active Ingredient	Price per Case		
4. M	ANCOZEB MANZA	te Max				
	A fungicide for the preve	ntion & control of dol	lar spot, brown patches & py	thium on turf.		
	Active Ingredient: Mancozeb 37% (Approx.)					
	Rate: 6-8 oz./1000 sq. ft					
				145.20		
	Gallons per Case	2.602 Pate per 1000	Zinc & MANGANE. Active Ingredient	SE 193"		
	- Salions per Sase	reate per 1000	Active ingredient U	Price per case		
5. B/	AYER SIGNATURE (AGE	NCY PRICING) X	TRA			
	A systemic fungicide to be used in a seasonal program for the control of Pythium blight and Yellow tuft on common turf grasses, golf courses, and other turf areas.					
	Active Ingredient: Alumir	num Tris 80 %				
	Rate: 4 oz. per 1,000 sq. ft. at 14-day interval 8 oz. per 1,000 sq. ft. at 21-day interval					
	LBS per Case	Rate per 1000	Active Ingredient	841-60 Price Per Case		

## 6. SIGNATURE XTRA STRESSGARD (AGENCY PRICING)

Active Ingredient: Aluminum tris, 60%

Rate: 2-6 oz. /1000 sq. ft.

22	407	Alyminum Tris	841.68
Gallons per Case	Active Ingredient	Rate per 1000	Price per Case

## 7. CHLOROTHALONIL, FLOWABLE LESCO MANICURE 671

For broad spectrum disease control of dollar spot, brown patch, and leaf spot.

Active Ingredient: Chlorothalonil, 54% (Approx.)

Rate: 2-8 oz. /1000 sq. ft.

Gallons per Case Active Ingredient Active Ingredient Rate per 1000 Price per Case

## 8. AZOXYSTROBIN, FLOWABLE Stroke 2L

A broad spectrum, preventative fungicide with systemic and curative properties recommended for control of many turf diseases.

Active Ingredient: Azoxystrobin, 50% Approx.

RATE: .2 - .4/1000 14-28 day intervals

Gallons per Case

Active Ingredient

9. FLUTULONIL PEdigLE

respective rangicide for control of brown patch, fairly ring, yellow patch and large brown patch.						
RATE: 2-3oz. /1,000 sq. ft. at 14-30 day intervals						
Active Ingredients: Flutolonil 70%						
A.2-3.2502 Flutoloni/ 1705.00  Rate per 1000 Active Ingredient Price per case						
10. THIOPLIANATE METHYL Lesco T-storm a. Sgal						
A systemic fungicide for the prevention and control of dollar spot, brown patch, summer patch and leaf rot.						
RATE: 2-4 oz./1,000 sq. ft. 7-14 day intervals						
Active Ingredients: Thioplianate Methyl 45% (Approx.)						
Gallons per Case  Active Ingredient  Active Ingredient						
11. EMERALD (AGENCY PRICING)						
A systemic anilide fungicide for the control of dollar spot, and bentgrass dead spot.						
Active Ingredients: Boscalid, 3 pyridinecarboxamide, 2-chloro-N-(4'-chloro(1,1'-biphenyl)-2-y)						
H-916s.  Lbs. Per Case.  O-4916.  Rate per 1000  Active Ingredient  Price per Case						
12. DACONIL ACTION (AGENCY PRICING)						

## 12.

A flowable fungicide for control of turf diseases. Such as Dollar spot, anthracnose, leaf spot, brown blight, red threat, Pythium control.

2				
For use to control diseases of turf grasses.				
Active Ingredients: Fluazinam 40%				
Price per Case				
690.00				
Price per Case				

## 14. SECURE ACTION (AGENCY PRICING)

For use to control diseases of turf grasses.

Active Ingredients: Acibenzolar-S-Methyl 0.6%

Rate: .5 oz / 1000 sq. ft.

Gallons Per Case Flugzinam0.502.3485.00Active IngredientRate per 1000Price per Case

## 15. XZEMPLAR (AGENCY PRICING)

For disease control on turf grass.

Active Ingredient: Fluxapyroxad 26.55%

Rate: 7-12 oz. /Acı  4x//.4oz  Gallons per Case	Tluxa pyroxa d Active Ingredient	//, 4 oz. Rate per 1000	82 4.00 Price per Case	
16. TEBUCONAZOLE				
For disease contro	l.			
Active Ingredient: 7	Tebuconazole 38.7% (Appro	ox.)		
Rate: .6 oz. /1000 s	sq. ft.			
Gallons per Case	Tebuconazole Active Ingredient	0 - 6 0 Z - Rate per 1000	231.52 Price per Case	
17. ENCLAVE				
For disease control				
Active Ingredient: Chlorothalonil 28.7%, Iprodione 9.4%, Thiophanoate methyl 9.4% Tebuconazole 2.8%.				
Rate: 4 oz. /acre				
Gallons per Case	Monthalonil Fondene Active Ingredient	4.0 oz. Rate per 1000	Price per Case	
18. VELISTA (AGENCY P	RICING)			
For disease control.				
Active Ingredient: carboxamide 50%	N-[2-(1,3-dimethylbutyl)-3-	thienyl]-1-methyl-3-(trifluoror	nethyl)-1H-pyrazole-4	
Rate: 13-30 oz. /Acr	е			
Gallons per Case 19. INTERFACE (AGENC)	Active Ingredient	13 - 30 vz. Rate per 1000	17 /(a.00) Price per Case	

For disease control.

Active Ingredient: Iprodione 23.10%

ase					
ase					
ase					
8					
Gallons per Case Active Ingredient Rate per 1000 Price per Case  20a. SUITABLE SUBSTITUTE					
ise					
ıse					

#### 22. Maxtima

Disease control in turfgrass.

Active ingredient: mefentrifluconazole

Yx2leozMefent/iflucongzsle17-0 rz.936.00Gallons per CaseActive IngredientRate per 1000Price per Case

23. Posterity

Prevention and control of dollar spot and other listed diseases.

Active Ingredient: Pydiflumetofen 18.3 %

Ax 105 02. Active Ingredient

| 3.5 - 1402. |
| 3408.00 |
| Price per Case |

## **MISCELLANEOUS**



Price per Case

2.	TURF MARKER & COLORANT	Lesco Tracker Spray	1
----	------------------------	---------------------	---

A blue spray indicator that mixes completely with water-soluble pesticides and fertilizers to show exactly where you sprayed.

3. PHACIDIFIER Lesco Conformptt Adjuster Igal x 4

A safe-to-use liquid ph acidifier and nonionic surfactant specially designed to modify spray solution ph. Break down from alkaline hydrolysis can reduce insecticide and fungicide performance.

4x1 gal/case

4. PIGMENT COLORANT Brandt Grigg Green Pig Pigment 2. sque

Pigment designed to improve turf appearance. Green pigment spray additive.

156.50 Price per gallon

5. PAR - PIGMENT COLORANT

NO BID Price per gallon

6. TANK CLEANER LESCO SOI Spray tank cleaner 3202 x12

Chemicals used to clean spray tanks. Removes residue and neutralizes leftover chemicals.

73.03

	Foam suppressant.					
	67.80					
Price per case						
8.	Symphony	Dispatch	Sprzyable	Wetting agent	2.5gal	

7. DEFOAMER Lesco Recede 1602. X12

Wetting Agent promotes water infiltration. Active Ingredient Polyoxyalkylene polymers.

111.55 Price per gallon