

### **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

		Horse Capital of the World	
Division of Centra	te of Issue: June 1, 2020		
IN	/ITATION	TO BID # 62-2020 Horticulture Products for G	Golf Courses
<b>Bid Opening Date:</b> Address:	<b>Bid Openin</b> ain Street, 3 <sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507	g Time: 2:00 PM	
Type of Bid:	Price Contr	ract	
Pre Bid Meeting: Address:	N/A N/A	Pre Bid Tim	ne: N/A
Sealed bids will be reprevailing local time of	eceived in the on <u>6/15/2020</u>	office of the Division of Central Purchasing, 200 East Main Street, Leg 2. Bids must be <u>received</u> by the above-mentioned date and time. Maile	xington, Kentucky, until <u>2:00 PM</u> , ed bids should be sent to:
		Division of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3320	
above. Bids that ar	e not deliver	nty Government assumes no responsibility for bids that are not add red to the Division of Central Purchasing by the stated time and any name and address, bid invitation number, and the name of the bid	<b>id date will be rejected.</b> All bids
Bids are to include all	shipping, hand	dling and associated fees to the point of delivery located at: Lexington	, KY
Bid Specific	cations Met _	<u>Check One:</u> Exceptions to Bid Specifications. Exceptions shall be itemized and attached to bid proposal submitted.	Proposed Delivery:  1-2 days after acceptance of bid.
Procurement Card services and also to	<b>I Usage</b> —The make paymen	Lexington-Fayette Urban County Government may be using Procurements. Will you accept Procurement Cards?	ent Cards to purchase goods and No
Su	bmitted by:	Harrell's, LLC Firm Name 5105 New Tampa Hwy	
		Address Lakeland, FL 33815 City, State & Zip	
Bid must (original sign	be signed: nature)	Signature of Authorized Company Representative - Tit	de
		Ella Kimbrel Representative's Name (Typed or printed) 800-282-8007 863-904-15 Area Code - Phone – Extension Fax #	540

Bids@Harrells.com

E-Mail Address

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

	<u>AFFIDAVIT</u>
oer	Comes the Affiant, Ella Kimbrel, and after being first duly sworn under penalty of rjury as follows:
1.	His/her name is and he/she is the individual submitting the bid or is the
	authorized representative of
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
5.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught.
ST	TATE OF Florida
CC	DUNTY OF POIK
	The foregoing instrument was subscribed, sworn to and acknowledged before me
by	Ella Kimbrel on this the 10th day
of	My Commission expires: 3/9/22  Mary E. EISNER My Commission # GG 192162 EXPIRES: March 9, 2022 Bonded Thru Notary Public Underwriters  NOTARY PUBLIC, STATE AT LARGE
	NOTAN PRODUC, STATE AT LANGE

completing

Please refer to Section II. Bid Conditions, Item

#### 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="https://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="https://www.energystar.gov">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.

#### **Kev Benefits**

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

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

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

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

#### C. GREEN COMMUNITY

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

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

Yes _X No	
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#### II. Bid Conditions

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

#### "Bid on #62-2020 Horticulture Products for Golf Courses"

and addressed to: Division of Central Purchasing

200 East Main Street, Room 338 Lexington, Kentucky 40507

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, 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 <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

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

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

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

#### **III.** Procurement Contract Bid Conditions

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

#### **EQUAL OPPORTUNITY AGREEMENT**

#### Standard Title VI Assurance

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

#### The Law

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

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

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

#### **Bidders**

I/We agree to comply with the Civil Rights Lav	vs listed above that govern employment rights of minorities, women, veteran	7
status, disability and age.		
Ella Timbrel	Harrell's, LLC	

Signature

#### **GENERAL PROVISIONS OF BID CONTRACT**

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

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

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

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

Signature

<b>WORKFORCE ANAL</b>	LYSIS FORM
-----------------------	------------

Date

Name of Organization: Harrell's, LLC

Categories Please see the adjusted categories below to letter reflect our workforce,	Total	(N Hisp	hite Not panic or tino)	Hisp o Lat	r	Afri Ame (N Hisp	ck or can- rican lot panic atino	Haw Ot Pao Islai (N	tive raiian nd her cific nder lot banic atino	Asi (N Hispa or La	ot anic	India Alas Na Na (n Hisp	erican an or skan tive not panic atino	more ( Hisp	vo or e races Not anic or atino	То	otal
		М	F	М	F	М	F	М	F	М	F	М	F	М	F	М	F
Admin Support Administrators	29	3	19			1	5							1		5	24
Professionals	20	9	8		1	1	1									10	10
Superintendents	15	13	1	1												14	1
-Supervisors	63	48	5	7		2								1		58	5
Foremen Laborers/Helpins	53	23		7		22								1		<b>53</b>	
Technicians	2			2												2	
Protective Service	63	45		13		5										63	
Sales Workers Para-Professionals	115	104	4	7												111	4
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	360	245	37	37	1	31	6							3		316	44

Prepared by: We Finabul VPHR Date: 6 1 10 12	020
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(Name and Title)

Revised 2015-Dec-15

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

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

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

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

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

#### Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

#### A. GENERAL

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

#### B. PROCEDURES

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

#### C. DEFINITIONS

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

being at least 51% owned, managed and controlled by one or more women.

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified 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.

<u>Note</u>: 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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

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

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

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

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

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

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

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

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

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 (<a href="https://lexingtonky.ionwave.net">https://lexingtonky.ionwave.net</a>)

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
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
<b>Community Ventures Corporation</b>	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
<b>Small Business Administration</b>	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



6/10/2020

Date

#### NOT APPLICABLE:

Harrell's, LLC does not anticipate the need to hire a subcontractor to fulfill this bid.

#### LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 62-2020 Horticulture Products for Golf Courses

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

MWDBE Company, Name, Address, Phone, Email	MBI WBE DBI	or	ed Total Dollar Value of the Work	% Value of Tota Contract
1.				
2.				
3.				
4.				

to applicable Federal and State laws concerning false statements and false claims. Harrell's, LLC Company Company Representative VP of Human Resources

Title



#### NOT APPLICABLE:

Harrell's, LLC does not anticipate the need to hire a subcontractor to fulfill this bid.

#### LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference #\_62-2020 Horticulture Products for Golf Courses

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

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

Harrell's, LLC	Ella Kimbril			
Company	Company Representative			
6/10/2020	VP of Human Resources			
Date	Title			

## LEXINGTON

#### NOT APPLICABLE:

Harrell's, LLC does not anticipate the need to hire a subcontractor to fulfill this bid.

#### LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 62-2020 Horticulture Products for Golf Courses

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated

below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

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

Harrell's, LLC	Ella Xembrel
Company	Company Representative
6/10/2020	VP of Human Resources
Date	Title

## LEXINGTON

#### NOT APPLICABLE:

Harrell's, LLC does not anticipate the need to hire a subcontractor to fulfill this bid.

#### MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #\_62-2020 Horticulture Products for Golf Courses

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 Packag	e / Bid Date				
MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Vetera
(MBE design NA= Native		=African Am	erican / HA	A= Hispanic	American/AS =	Asian American	/Pacific Isl	ander/
contract and/	or be subject				y misrepresentatio	ments and claims.		the
Harrell's, LLC Company			Company Representative					
6/10/2020 <b>Date</b>				Title	VP of Human Res	sources		

## LEXINGTON

#### NOT APPLICABLE:

Harrell's, LLC does not anticipate the need to hire a subcontractor to fulfill this bid.

#### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quot Total Contract	e #_62-2020 I	Horticulture Pr	oducts f	or C				
Project Name/ C	Contract #			Wo	ork Period/ I	From:		To:
Company Name:				Ad	dress:			
Federal Tax ID:				Co	ntact Person	:		
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contrac Awarde to Prim for this Project	ed ie	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
,								
By the signature be of the representation and/or prosecution Harrell's, LLC Company	ions set forth l	pelow is true.	Any mis State laws	s cor	esentations macerning false Club npany Repre	nay result in the statements and factorial from sentative	termination	
6/10/2020 Date				_V]	P of Human I e	Resources		

## LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_62-2020 Horticulture Products for Golf Courses

#### NOT APPLICABLE:

Harrell's, LLC does not anticipate the need to hire a subcontractor to fulfill this bid.

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.
Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
Included documentation of advertising in the above publications with the bidders good faith efforts package
Attended LFUCG Central Purchasing Economic Inclusion Outreach event
Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
Included documentation of quotations received from interested MWDBE firms and

	Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
	Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
	Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
	Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
	Otherany other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.
	NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.
The undersign of the contrac	ted acknowledges that all information is accurate. Any misrepresentations may result in termination t and/or be subject to applicable Federal and State laws concerning false statements and claims.
Harrell's Company	uc Gella Finibal
Company	Company Representative
	VP HR
Date	Title

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

## GOLF COURSE HORTICULTURAL BID

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 I used.	be non-burning, r	ready-to-use, granular	particles, largely dust-	free. No inert or fille
			Ammonium P. Methylene I	), usea
16-4-8	5016	Varies	288	8.25
Analysis	Lbs. per bag	Rate Per Acre	Active Ingredient	Unit Price
1a. FAIRWA	Y FERTILIZER			
Appr	oximate ratio of 2-	0-1	Polymer Coar	ted Urea

Approximate ratio of 2-0-1.			Polymer Coar	hed Ureci
20-0-10	5015	Varies	SOP	\$ 16,90
Analysis	Lbs. per bag	Rate Per Acre	Active Ingredient	Unit Price
1b. FAIRWA	Y FERTILIZER			
Appro	ximate ratio of 22-	-0-11, slow-release.	Polymer Co	ated lurea

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

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

#### 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.

18-0-6 Solo Varies Active Ingredient Unit Price

#### 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.

17-24-6 So 15 Vories
Analysis Lbs. per Bag Rate Per Acre Active Ingredient Unit Price

#### 4. 17-3-19

Starter fertilizer.

Active Ingredient: Nitrogen, Phosphate, Potash

Rate: Variety

Methylene D. Urea

17-3-19
Analysis

Lbs. per Bag

Methylene D. Urea

Lbs. Per 1000

Active Ingredient

Unit

#### 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%

16-3-6 50 Varies Dithloppe 21.75

Analysis Lbs. per Bag Lbs. Per 1000 Active Ingredient Unit Price

# 5a. 2-0-1 W/DIMENSION: 125 Rate Per Acre Polymer Control Great Polymer Control Great Active Ingredient Polymer Control Great Active Ingredient Unit Price

#### 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.

O-D-S0
Analysis

SOL Varies
SOP

23.90

Lbs. per Bag
Lbs. per 1000 Active Ingredient
Unit Price

#### 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.

22-0-1/ 50 lbs Varies Polymer Coded Great Strains

Analysis 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	e solution with a good	range of tank r	mix compatibility's.	
18-3-6	*	Varies	Potassium (	Thosphate 1. trate te 198
Analysis	Gal. per Case		Active Ingredient	Price per Case
	ratio of 4-1-4.  2メンシ Lbs. per bag	Varie Rate Per Acr	MA Nitres  S Ascophy  Active Ingredient	on Cutrate, te, Noclosum to 275 ent Unit Price
8b. FLUID FERTIL				Value
Approximate  18-3-6  Analysis	2x2½ Lbs. per bag	Varie Rate Per Acr	Potassium Fertassium Eren Ert Active Ingredie	n Phosphate n Altrate rate \$ 98 ent Unit Price
8c. FLUID FERTIL	IZER		Λ	01-1-1-
Approximate 30-0-0 Analysis	e ratio of 30-0-0.  2+2-2  Lbs. per bag	Narie Per Acr		420ne #48
8d. FLUID FERTIL Approximate	IZER e ratio of 3-6-12		Potassium to Potassium Potassium	tydrotide to Silcate
0 -2-12 Analysis	2422 Lbs. per bag	Vanes Rate Per Acr		ent Unit Price

#### 8e. FLUID FERTILIZER

Approximate ratio of 1-1-1.

Active Ingredient

Marganese Citrate Manganese Mitrate Zinc Citrate Phos Acid Phosphate Potassium Phosphate Fron Citrate

Unit Price

#### 9. ROUGH GRADE FERTILIZER

Approximate 2-1-1 Ratio: Nitrogen source to be derived from Urea. 20-10-10 56 lbs Varies Map 4/6.25

Analysis Lbs. per Bag Lbs per Acre Active Ingredient Unit Delications

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

18-6-15

.164% Dithiopyr/65%Nutralene

Analysis Lbs per Bag Lbs per 1000 Active Ingredient

#### 11. UREA 40-0-0

40% nitrogen based granular fertilizer 50 Pound Bags

16,90

Price per bag

Price per ba	ACT AND ADDRESS OF THE PARTY OF	11 - Mari	17.5	
14. LIQUID FERT	ILIZER	rello Max		
Derived from Earth May. Analysis	m Humus  2 √ Z ½  Lbs. per bag	Varies Rate Per Acre	Humus Active Ingredient	Unit Price
, alalysis	Loc. por bug	1.0.0 1.017.010	, iouro ingrodioni	
		HERBICIE	DES	
1. DITHLOPYR (	AGENCY PRICING	)		
weeds in es		warm season turfgra	control of listed annual sses.	grasses and broadleaf
21-24	02 Dithl	OPYR 40%	\$1,077.50	2x25/bcase
		ngredient Unit	Price \$936.00	8 x 2.5 16 case
1a. SUITAE	BLE SUBSTITUTE			
Rate Per A	cre Active I	ngredient Unit	Price .	

page 7

Hoursello Title Phyte 0-0-30

12. Urea 35-0-0

13. Phosphite

35% nitrogen based granular

スメ2元

Active Ingredient: Phosphite 25-40% (Approx.)

50 lb bags

\$16.90

Price per bag

Liquid foliar

#### 2. TRIMEC BENTGRASS, OR SUITABLE SUBSTITUTE

	um herbicide which contain be used on bentgrass fairwa	ns .5 lbs. of 2 4-D; 1.5 lbs	of MCPP and .2 lbs of
Dicamba, Can C		ys, lees and greens.	
2-4	2,4-D	11 7.00	
3=7	Dimethal	unit Price	
Rate per Acre	Active Ingredient		
2a. SUITABLE S		71	
Rate Per Acre	Active Ingredient	Unit Price	
Rate Per Acre	Active ingredient	Utilit Price	
3 TRIMEC CLASSIC	OR SUITABLE SUBSTITU	ITE	
o. Transco oznocio,	OK CONTROLL CODO		
A broad spectru		2.03 lbs 2, 4-D, 1.08 lbs MC	
	Dimethla	nine Salt 2,4D	
2-11	DICAMB	A	
277			
Pints per Acre	Active Ingredier	unit Price	е
3a. SUITABLE S	SUBSTITUTE		
Rate Per Acre	Active Ingredient	Unit Price	
		F-100000 32/88	
4. PACLOBUTRAZOI	L, OR SUITABLE SUBSTIT	UTE	
Active ingredien	t: Paclobutrazol (22.3%)		
Rate: 64 fluid or	unces treats 2-10 acres (dep	pending on rate applied)	
	NO BID		
Poto Por 1000		Activo Ingradient	Price per Case
Rate Per 1000	Gallons per case	Active Ingredient	Price per Case

4a. TRIMMITT (AGENCY PRICING) 4x 1cs / 2.5 x 2 = case	
X-16 Here axas factourtrazol	
Rate Per 1000 Gallons per case Active Ingredient	Price per Case
5. PRIMO MAX (AGENCY PRICING)	
A plant growth regulator that improves the quality of cool season turf gras Active Ingredient: Trinexapac-ethyl 11.3%	ses.
Rate: 6-10 oz. /Acre every 10-14 days	
Gallons per Case Active Ingredient Rate per 1000	♣ 580  Price per Case
6. TRINEXAPAC-ETHYL Padrum	
Active Ingredient: Trinexapac-ethyl 11.3% (Approx.)	
Rate: Approx. 1.5-3 lbs. /acre	
Gallons per Case Active Ingredient Rate per 1000	# 260 Price per Case
7. NUTSEDGE CONTROL	
A post-emergence herbicide for control of yellow nutsedge.	
Active Ingredients: Halosulfuron Methyl, 75%	
Gallons per Case Halosus Furon Methy 1.3302/A Rate per 1000	# 700 Price per Case

#### 7a. SUITABLE SUBSTITUTE

Gallons per Case	Active Ingredient	Rate per 1000	Price per Case
8. ACCLAIM (AGENCY I	PRICING)		
	ce annual and perennial sidential turf, and orname	grass control in turf grass	including sod farms,
Active Ingredient: F	enoxaprop-p-ethyl, 6.59%		
Rate: 16-39 oz. /ac	cre		
Gallons per Case	Fenokaprop-p-e Active Ingredient	Rate per 1000 Aure	Price per Case
9. TENACITY (AGENCY	PRICING)		
Herbicide for the se	elective contact and residua	al control of weeds in ornamen	tal turf grasses.
Active Ingredient: N	Mesotrione, 40%		
Rate: 5-8 oz. /acre			
Gallons per Case  9a. SUITABLE SUI	Mestrone Active Ingredient See 8 99 (10):	Rate per 1000 8 697 each	Price per Case 2,788
Gallons per Case  10. GLYPHOSATE	Active Ingredient	Rate per 1000	Price per Case
	oido		
Non-selective herbi			
Active Ingredient: G	Glyphosate, 40% (Approx.)		
Rate: Depends on a	Application No BID		
Gallons per Case	Active Ingredient	Rate per 1000	Price per Case

#### 10a. SUITABLE SUBSTITUTE

Gallons per Case Active Ingredient Price per Case Rate per 1000 11. PROXY (AGENCY PRICING) Growth regulator, provides suppression of unwanted grasses. Active Ingredient: Ethephon (22%) 11a. SUITABLE SUBSTITUTE Gallons per Case Active Ingredient Rate per 1000 Price per Case 12. PYLEX (AGENCY PRICING) Weed control, post-emergence. Active Ingredient: Topramezone (30%) Variable Rate Gallons per Case Active Ingredient Rate per 1000 Price per Case

# INSECTICIDES

-3		C-L-van	75 WSF
1.	IMIDACLOPRID	- Criterion	, ~

A systemic insecticide for control of white grubs and bilbugs.

Active ingredients: Imidacloprid 75%

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

 4x1.602
 Image of pride 75½
 1403/6.402/A
 4/203/6.402/A
 4/203/6.402/A

 Lbs. per Case
 Active Ingredient
 Oz. Per 1000
 Price per Case

# 2. BIFENTHRIN - SCIMITAT SC I QUEET

To control pests and insects.

Active Ingredient: Bifenthrin, 7.9%

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

Stor Brenthein 7.9°1. 221 or 1002/A 1,240

Gallons per Case Active Ingredient Rate per 1000 Price per Case

## 3. TRIPLE CROWN, OR SUITABLE SUBSTITUTE

Insect control.

Active Ingredient: Zeta-Cypermethrin, 2.7%

Rate: 10-15 oz. /Acre

Gallons per Case Zeta-Cypermethin Varies

Rate per 1000

3a. SUITABLE SUBSTITUTE

Gallons per Case Active Ingredient

Rate per 1000

Price per Case

# 4. ACELEPRYN (AGENCY PRICING)

Insect control.

Active Ingredient: Chlorantranileiprole, 18.4%

Rate: 8 oz. /acre

Gallons per Case Chlorentremileprole . 18

Active Ingredient 18.4% Rate per 1000

4x0,59al case 1-118

# FUNGICIDES

1. SUBDUE MAXX (AGENCY PRICING)

A systemic fungicid	e for the control of Pythiur	n.			
Active Ingredient: Metalaxyl 21.3%					
Rate: 1 -2 ounces	per 1000 square feet.				
2×1	Varies	Metaloxy / 21.3 /, Active Ingredient	\$1,076		
Gallons per Case	Rate per 1000	Active Ingredient	Price per Case		
1a. SUITABLE SUI					
A broad spectrum f		Active Ingredient	Control of the Contro		
RODIONE - Cl A broad spectrum f as leaf spot, pink s	1PCO 26 CT foliar fungicide for the pre		de range of diseases		
RODIONE — Cl A broad spectrum f as leaf spot, pink s fusarium blight.	foliar fungicide for the presnow mold, dollar spot, br	vention and control of a wi rown patch, gray snow mo	de range of diseases		
A broad spectrum f as leaf spot, pink s fusarium blight.  Active Ingredient: I	foliar fungicide for the presnow mold, dollar spot, br	vention and control of a wi rown patch, gray snow mo	de range of diseases ld, red thread, mildew		
RODIONE — A broad spectrum f as leaf spot, pink s fusarium blight.  Active Ingredient: I Rate: 2 ounces per	foliar fungicide for the preson mold, dollar spot, brondione 23.3% (Approx.)	vention and control of a wirown patch, gray snow mo	de range of diseases ld, red thread, mildew ad.		
RODIONE — A broad spectrum f as leaf spot, pink s fusarium blight.  Active Ingredient: I Rate: 2 ounces per	foliar fungicide for the preson mold, dollar spot, brondione 23.3% (Approx.)	vention and control of a wirown patch, gray snow mo	de range of diseases ld, red thread, mildew ad.		
RODIONE  A broad spectrum from as leaf spot, pink structure from blight.  Active Ingredient: I  Rate: 2 ounces per  2422  Gallons per Case	foliar fungicide for the presence mold, dollar spot, brondione 23.3% (Approx.)  1,000 square foot at 10-14  Varies  Rate per 1000	vention and control of a wirown patch, gray snow more 4 day intervals for red three Land Lone 23 3%.  Active Ingredient	de range of diseases Id, red thread, mildeward.		
RODIONE  A broad spectrum from as leaf spot, pink structure from blight.  Active Ingredient: I  Rate: 2 ounces per  2422  Gallons per Case	foliar fungicide for the presence mood, dollar spot, brondione 23.3% (Approx.)  r I,000 square foot at 10-14  Varies  Rate per 1000  BSTITUTE — CHIP	vention and control of a wireway snow more and control of a wireway snow more and the state of t	de range of diseases ld, red thread, mildew ad.  820  Price per Case		
RODIONE  A broad spectrum from as leaf spot, pink structure from blight.  Active Ingredient: I  Rate: 2 ounces per  2422  Gallons per Case	foliar fungicide for the presence mood, dollar spot, brondione 23.3% (Approx.)  r I,000 square foot at 10-14  Varies  Rate per 1000  BSTITUTE — CHIP	vention and control of a wirown patch, gray snow more 4 day intervals for red three Land Lone 23 3%.  Active Ingredient	de range of diseases ld, red thread, mildew ad.  820  Price per Case		

## 3. BANNER MAXX (AGENCY PRICING)

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

Active Ingredient: Propiconazole 14.3% (Approx.)

Rate: 1 oz. per 1000 sq. ft.

ZYI

Gallons per case

Varies

Propicona zole 14.37.

Active Ingredient

Price per Case

3a. SUITABLE SUBSTITUTE Dorado

Gallons per Case

Varies Propicon azole 1437

Rate per 1000

Rate per 1000

Active Ingredient

Price per Case

4. MANCOZEB - PROTECT DE

A fungicide for the prevention & control of dollar spot, brown patches & pythium on turf.

Active Ingredient: Mancozeb 37% (Approx.)

Rate: 6-8 oz./1000 sq. ft.

Gallons per Case

Gallons per Case

Rate per 1000

Rate per 1000

Active Ingredient

Price per case

BAYER SIGNATURE (AGENCY PRICING)

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: Aluminum 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

8 x 5.5 lb 4.2 Aluminum Tris 80% 1,295

LBS per Case Rate per 1000 Active Ingredient Price Per Case

# 6. SIGNATURE XTRA STRESSGARD (AGENCY PRICING)

Active Ingredient: Aluminum tris, 60%

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

Gallons per Case Active Ingredient Rate per 1000 Price per Case

7. CHLOROTHALONIL Harrell's Protect Max

Wettable powder for broad-spectrum disease control of dollar spot, brown patch and leaf spot.

Active Ingredient: Chlorothalonil 82.5% (Approx.)

RATE: .92 oz - 3.7 oz/1000 7-14 day intervals

Lbs. per Case Rate per 1000 Active Ingredient Price per case

# 8. CHLOROTHALONIL, FLOWABLE 6L Harrells Protect Max

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 Rate per 1000

# 9. AZOXYSTROBIN, FLOWABLE Harrell's Protect Max

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 Rate per 1000 Active Ingredient Price per case

10. FLUTULONIL Prostar 70

A systemic fungicide for control of brown patch, fairy ring, yellow patch and large brown patch.

RATE: 2-3oz. /1,000 sq. ft. at 14-30 day intervals

Active Ingredients: Flutolonil 70%

4 x 3

Lbs. per Case

Varies Flutolonil

Rate per 1000

Active Ingredient Price per case

11. THIOPLIANATE METHYL - Harrell's Protect Max

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.)

2x2 Varies This planate Methy # 334

Gallons per Case Rate per 1000 Active Ingredient Price per case

46.2%

# 12. 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) 70%

10 x . 4916

Lbs. Per Case.

Rate per 1000

Active Ingredient

Price per Case

# 13. DACONIL ACTION (AGENCY PRICING)

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

Active Ingredients: Chlorothalonil 53.94%,

Price per 2.5 gal Active Ingredient Rate Per 1000

# 14. SECURE (AGENCY PRICING)

For use to control diseases of turf grasses.

Active Ingredients: Fluazinam 40%

Rate: .5 oz. /1000 sq. ft.

ZXZ-2 FLUAZINAM 40%.

Gallons per Case Active Ingredient Rate per 1000 Price per Case

14a. SUITABLE SUBSTITUTE Harrells Protect Max

2.5 Sallons per Case Rate per 1000 Active Ingredient Price per Case

15. XZEMPLAR (	<b>AGENCY</b>	PRICING)
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For disease control on turf grass.

Active Ingredient: Fluxapyroxad 26.55%

Rate: 7-12 oz. /Acre

Gallons per Case Active Ingredient Rate per 1000 11,402

Vanes

Harrell's Protect Max

For disease control.

Active Ingredient: Tebuconazole 38.7% (Approx.)

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

Gallons per Case Active Ingredient Rate per 1000

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 Active Ingredient

Rate per 1000

Price per Case

## 18. VELISTA (AGENCY PRICING)

For disease control.

Active Ingredient: N-[2-(1,3-dimethylbutyl)-3-thienyl]-1-methyl-3-(trifluoromethyl)-1H-pyrazole-4carboxamide 50%

Rate: 13-30 oz. /Acre

Gallons per Case Penthiopyrad
Active Ingredient

# 19. INTERFACE (AGENCY PRICING)

For disease control.

Active Ingredient: Iprodione 23.10%

Rate: 3-7 oz. /1000 sq. ft.

ZYZZ Tri Floxystrobin Varies

Gallons per Case Active Ingredient Rate per 1000

19a. SUITABLE SUBSTITUTE

Gallons per Case

Rate per 1000 Active Ingredient

Price per Case

### 20. KPHITE 7LP

For disease control.

Active Ingredient: Mono- and dipotassium salts of Phosphorous Acid 56%

Rate: 3-6 oz. /1000 sq. ft.

NO BID

Gallons per Case Active Ingredient Rate per 1000 Price per Case

20a. SUITABLE SUBSTITUTE Title Phyte

2722 Varies Potassium Phosphite 160
Gallons per Case Rate per 1000 Active Ingredient Price per Case

# 21. APPEAR (AGENCY PRICING)

For disease control.

Zacilon 3-4 Potassium Phosphrie 278
Gallons per Case Rate per 1000 Active Ingredient Price per Case

# MISCELLANEOUS

1. WETTING AGENT - TIEST

A blend of non-ionic surfactants

\$ 420

Price per Case

### 2. TURF MARKER & COLORANT

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

\$167.50

Price per Case

### 3. PH ACIDIFIER

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 Units per case

### 4. PIGMENT COLORANT

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

Price per gallon

### 5. PAR - PIGMENT COLORANT

\$ 183,75

Price per gallon

### 6. TANK CLEANER

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

192 12X1 GT

Price per case

# 7. DEFOAMER

Foam suppressant.

# Z16 12 × 1 2 × 1 2 × 1

# 16-4-8



### FERTILIZER

## Batch #: 2006-5014

**GUARANTEED ANALYSIS** 

16.0000% Total Nitrogen (N)..... 1.5650% Ammoniacal Nitrogen 4.8270% Other/Water-Soluble Nitrogen 6.2290% Urea Nitrogen 3.3790% Water Insoluble Nitrogen 4.0000% Available Phosphate (PO)..... 8.0000% Soluble Potash (K<sub>2</sub>O).....

2,7200% Sulfur (S) .....

2.7200% Combined Sulfur (S)

Derived From: Ammonium Phosphate, Methylene DiUrea, Sulfate of Potash, Urea

0.1600% Chlorine (CI), Not more than.....

Density - 71 lb./cu. ft.

NOTICE: MAY CAUSE STAINS ON CONCRETE. Sweep or blow, Do Not Wash particles that land on hard surfaces.

### Controlled Release Information

NITROGEN

Contains 8.206 units derived from Methylene Diurea

### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html

Net Wt. 50 LBS. (22.7 KG)

2006-5014 142006

Warning

Dust may cause Serious Eye Damage

Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

Precautionary Statements: Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

First Aid

If in Eyes: Flush with water for 15 minutes. Call a doctor for treatment advice if irritation persists.

If on Skin: Wash thoroughly with soap and water. Launder clothing before reuse. If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is

If Ingested: Do not induce vomiting. Get medical attention.



## POLYON FERTILIZER

### Batch #: DRAFT

**GUARANTEED ANALYSIS** 

20.0000% Total Nitrogen (N).....

20.0000% Urea Nitrogen

10.0000% Soluble Potash (K\_O).....

3.4000% Sulfur (S) .....

3.4000% Combined Sulfur (S)

Derived From: Polymer Coated Urea, Sulfate of Potash, Urea

\* 10% coated slow release Polymer Coated Urea Nitrogen from Polymer Coated Urea

0.2000% Chlorine (CI), Not more than.....

> F352 Density - 69 lb./cu. ft.

NOTICE: MAY CAUSE STAINS ON CONCRETE. Sweep or blow, Do Not Wash particles that land on hard surfaces.

### Controlled Release Information

NITROGEN

Contains 10 units derived from Polyon 44

### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html FOR USE ONLY BY PROFESSIONAL APPLICATORS AND COMMERCIAL GROWERS NOT INTENDED FOR SALE TO, OR USE BY CONSUMERS (HOMEOWNERS)

Apply fertilizer in accordance with best management practices established by your State University or Extension Service. Observe State or Local regulations pertaining to fertilizer content, timing of application and rates. In MD, this product is providing nutrients as determined to be necessary in accordance with a soil test that was conducted by a laboratory identified under 8-803.7 of this article and performed no more than 3 years before the application. In MD: Products containing over 5% phosphorus are starter fertilizers and are limited to establishing turf in the first growing season, repairing or renovation turf. Follow MD recommendations for annual P limit. In NH, NJ, VA: Application of a product containing phosphorus to turf is limited to establishing turf in the first growing season, repairing or renovating turf, or may be applied to established turf where a soil test performed within 3 years indicates a phosphorus deficiency. In MD, NH, NJ, VA: Application rates of soluble nitrogen are not to exceed 0.7 lb soluble N/1,000 sq.ft./application.(In VA - no more than 1.0 lb. to warm season grasses) Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to turf/garden areas and sweep any product that lands on hard surfaces back onto the treated area. For information on the components in this fertilizer, write to Harrell's, LLC at the address below. Include the Inventory # or Batch # printed on the product label.

# Net Wt. 50 LBS. (22.7 KG)

DRAFT 142006

### Warning

Dust may cause Serious Eye Damage

Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

Precautionary Statements: Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

#### First Aid

If in Eyes: Flush with water for 15 minutes. Call a doctor for treatment advice if

If on Skin: Wash thoroughly with soap and water. Launder clothing before reuse. If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is

If Ingested: Do not induce vomiting. Get medical attention.



## **POLYON FERTILIZER**

### Batch #: DRAFT

**GUARANTEED ANALYSIS** 

21.0000% Urea Nitrogen

Soluble Potash (K<sub>2</sub>O)...... 11.0000%

Derived From: Muriate of Potash, Polymer Coated Urea, Urea

\* 10.503% coated slow release Polymer Coated Urea Nitrogen from Polymer Coated Urea

Chlorine (CI), Not more than...... 8.5160%

F352 Density - 64 lb./cu. ft.

NOTICE: MAY CAUSE STAINS ON CONCRETE. Sweep or blow, Do Not Wash particles that land on hard surfaces.

### Controlled Release Information

NITROGEN

Contains 10.503 units derived from Polyon 44

### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html
FOR USE ONLY BY PROFESSIONAL APPLICATORS AND COMMERCIAL GROWERS
NOT INTENDED FOR SALE TO, OR USE BY CONSUMERS (HOMEOWNERS)

Apply fertilizer in accordance with best management practices established by your State University or Extension Service. Observe State or Local regulations pertaining to fertilizer content, timing of application and rates. In MD, this product is providing nutrients as determined to be necessary in accordance with a soil test that was conducted by a laboratory identified under 8-803.7 of this article and performed no more than 3 years before the application. In MD: Products containing over 5% phosphorus are starter fertilizers and are limited to establishing turf in the first growing season, repairing or renovation turf. Follow MD recommendations for annual P limit. In NH, NJ, VA: Application of a product containing phosphorus to turf is limited to establishing turf in the first growing season, repairing or renovating turf, or may be applied to established turf where a soil test performed within 3 years indicates a phosphorus deficiency. In MD, NH, NJ, VA: Application rates of soluble nitrogen are not to exceed 0.7 lb soluble N/1,000 sq.ft./application.(In VA - no more than 1.0 lb. to warm season grasses) Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to turf/garden areas and sweep any product that lands on hard surfaces back onto the treated area. For information on the components in this fertilizer, write to Harrell's, LLC at the address below. Include the Inventory # or Batch # printed on the product label.

Florida Specific Requirements for Fertilizer Use: For applications to Sports Turf, Golf Courses, Parks and Athletic Fields: 1.) DO NOT exceed fertilizer rates recommended in the document titled SL 191, "Recommendations for N,P,K and Mg for Golf Course and Athletic Field Fertilization Based on Mehlic III Extractant".

2.) Follow "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses" published by the Florida Department of Environmental Protection.

3.) For all fertilizer uses other than as a specialty fertilizer on urban turf: DO NOT exceed rates recommended in the document titled "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries", published by the Florida Department of Environmental Protection.

# Net Wt. 50 LBS. (22.7 KG)

DRAFT 142006

### Warning

Dust may cause Serious Eye Damage
Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

<u>Precautionary Statements:</u> Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

#### First Aid

fin Eyes: Flush with water for 15 minutes. Call a doctor for treatment advice if irritation persists.

If on Skin: Wash thoroughly with soap and water. Launder clothing before reuse.
If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is difficult.

If Ingested: Do not induce vomiting. Get medical attention.



## MICRO

## Batch #: 2006-5016

**GUARANTEED ANALYSIS** 

Total Nitrogen (N)	18.0000%
9,0000% Other/Water-Soluble Nitrogen	
2.7000% Urea Nitrogen	
6.3000% Water Insoluble Nitrogen	
Soluble Potash (K <sub>2</sub> O)	6.0000%
Magnesium (Mg)	1.9980%
0.4000% Water Soluble Magnesium (Mg)	
Sulfur (S)	2.0770%
2.0770% Combined Sulfur (S)	
Boron (B)	0.0200%
Copper (Cu)	0.0500%
Iron (Fe)	0.1000%
Manganese (Mn)	0.0500%
Zinc (Zn)	0.0500%

Derived From: Methylene DiUrea, Sulfate of Potash, Copper Oxide, Copper Sulfate, Ferric Oxide, Ferrous Sulfate, Magnesium Oxide, Magnesium Sulfate, Manganese Oxide, Manganese Sulfate, Sodium Borate, Zinc Oxide, Zinc Sulfate

NOTICE - Product contains Boron(B). Do not apply to Boron sensitive crops.

F352 Density - 54 lb./cu. ft.

### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html

FOR USE ONLY BY PROFESSIONAL APPLICATORS AND COMMERCIAL GROWERS NOT INTENDED FOR SALE TO, OR USE BY CONSUMERS (HOMEOWNERS) Apply fertilizer in accordance with best management practices established by your State University or Extension Service, Observe State or Local regulations pertaining to fertilizer content, timing of application and rates. In MD, this product is providing nutrients as determined to be necessary in accordance with a soil test that was conducted by a laboratory identified under 8-803.7 of this article and performed no more than 3 years before the application. In MD: Products containing over 5% phosphorus are starter fertilizers and are limited to establishing turf in the first growing season, repairing or renovation turf. Follow MD recommendations fo annual P limit. In NH, NJ, VA: Application of a product containing phosphorus to turf is limited to establishing turf in the first growing season, repairing or renovating turf, or may be applied to established turf where a soil test performed within 3 years indicates a phosphorus deficiency. In MD, NH, NJ, VA: Application rates of soluble nitrogen are not to exceed 0.7 lb soluble N/1,000 sq.ft/application.(In VA - no more than 1.0 lb. to warm season grasses) Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to turf/garden areas and sweep any product that lands on hard surfaces back onto the treated area. For information on the components in this fertilizer, write to Harrell's, LLC at the address below. Include the Inventory # or Batch # printed on the product label.

Florida Specific Requirements for Fertilizer Use: For applications to Sports Turf, Golf Courses, Parks and Athletic Fields: 1.) DO NOT exceed fertilizer rates recommended in the document titled SL 191, "Recommendations for N.P.K and Mg for Golf Course and Athletic Field Fertilization Based on Mehlic III Extractant". 2.) Follow "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses" published by the Florida Department of Environmental Protection. 3.) For all fertilizer uses other than as a specialty fertilizer on urban turf: DO NOT exceed rates recommended in the document titled "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries", published by the Florida Department of Environmental Protection.

Net Wt. 50 LBS. (22.7 KG)

2006-5016 142006

Warning

Dust may cause Serious Eye Damage

Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

Precautionary Statements: Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

If in Eves: Flush with water for 15 minutes. Call a doctor for treatment advice if

If on Skin: Wash thoroughly with soap and water. Launder clothing before reuse. If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is

If Ingested: Do not induce vomiting. Get medical attention.

# 17-24-6



## MICRO

## Batch #: 2006-5018

GUARANTEED ANALYSIS

Total Nitrogen (N)	17.0000%	
4.6260% Ammoniacal Nitrogen		
6.1870% Other/Water-Soluble Nitrogen		
1.8560% Urea Nitrogen		
4.3310% Water Insoluble Nitrogen		
Available Phosphate (PO)	24.0000%	
Soluble Potash (K <sub>2</sub> O)	6.0000%	
Sulfur (S)	2.0770%	

Derived From: Methylene DiUrea, Mono-Ammonium Phosphate, Sulfate of Potash

Density - 55 lb./cu. ft. F352

NOTICE: MAY CAUSE STAINS ON CONCRETE. Sweep or blow, Do Not Wash particles that land on hard surfaces.

### Controlled Release Information

NITROGEN

Contains 10.518 units derived from Methylene Diurea

#### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html FOR USE ONLY BY PROFESSIONAL APPLICATORS AND COMMERCIAL GROWERS NOT INTENDED FOR SALE TO, OR USE BY CONSUMERS (HOMEOWNERS)

Apply fertilizer in accordance with best management practices established by your State University or Extension Service. Observe State or Local regulations pertaining to fertilizer content, timing of application and rates. In MD, this product is providing nutrients as determined to be necessary in accordance with a soil test that was conducted by a laboratory identified under 8-803.7 of this article and performed no more than 3 years before the application. In MD: Products containing over 5% phosphorus are starter fertilizers and are limited to establishing turf in the first growing season, repairing or renovation turf. Follow MD recommendations for annual P limit. In NH, NJ, VA: Application of a product containing phosphorus to turf is limited to establishing turf in the first growing season, repairing or renovating turf, or may be applied to established turf where a soil test performed within 3 years indicates a phosphorus deficiency. In MD, NH, NJ, VA: Application rates of soluble nitrogen are not to exceed 0.7 lb soluble N/1,000 sq.ft./application.(In VA - no more than 1.0 lb. to warm season grasses) Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to turf/garden areas and sweep any product that lands on hard surfaces back onto the treated area. For information on the components in this fertilizer, write to Harrell's, LLC at the address below. Include the Inventory # or Batch # printed on the product label.

# Net Wt. 50 LBS. (22.7 KG)

2006-5018 142006

Warning

Dust may cause Serious Eye Damage

Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

Precautionary Statements: Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

If in Eyes: Flush with water for 15 minutes. Call a doctor for treatment advice if

If on Skin: Wash thoroughly with soap and water. Launder clothing before reuse. If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is

If Ingested: Do not induce vomiting. Get medical attention.

# 17-3-19



## MICRO

## Batch #: 2006-5022

**GUARANTEED ANALYSIS** 

17.0000% Total Nitrogen (N)..... 0.6120% Ammoniacal Nitrogen 8.1940% Other/Water-Soluble Nitrogen 2.4590% Urea Nitrogen 5.7350% Water Insoluble Nitrogen 3.0000% Available Phosphate (PO)..... 19.0000% Soluble Potash (K<sub>2</sub>O)..... 6.5770% Sulfur (S) ..... 6.5770% Combined Sulfur (S)

Derived From: Methylene DiUrea, Mono-Ammonium Phosphate, Sulfate of Potash

F352 Density - 59 lb./cu. ft.

NOTICE: MAY CAUSE STAINS ON CONCRETE. Sweep or blow, Do Not Wash particles that land on hard surfaces.

### Controlled Release Information

NITROGEN

Contains 13.93 units derived from Methylene Diurea

#### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html FOR USE ONLY BY PROFESSIONAL APPLICATORS AND COMMERCIAL GROWERS NOT INTENDED FOR SALE TO, OR USE BY CONSUMERS (HOMEOWNERS)

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# Net Wt. 50 LBS. (22.7 KG)

2006-5022 142006

Warning

**Dust may cause Serious Eye Damage** 

Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

Precautionary Statements: Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

If in Eyes: Flush with water for 15 minutes. Call a doctor for treatment advice if irritation persists.

If on Skin: Wash thoroughly with soap and water. Launder clothing before reuse. If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is

If Ingested: Do not induce vomiting. Get medical attention.

# 16-3-6



# INFORMATION SHEET

### FERTILIZER W/ Dimension 0.15%

2006-5013

### Turf and Ornamental Herbicide

For season-long control of crabgrass and control or suppression of listed annual grasses and broadleaf weeds in ornamental landscape areas, established lawns and ornamental turf, including golf course fairways, roughs and tee boxes.

50 lb covers up to 13,158 sq ft

- · Not for use on plants being grown for sale or other commercial use, or for commercial seed production, or for research purposes.
- · For use on plants intended for aesthetic purposes or climatic modification and being grown in ornamental gardens or parks, or on golf courses or lawns.

In the state of New York, this product may be applied only by commercial applicators at a minimum of 167 lb (0.25 lb active ingredient) per acre (3.8 lb per 1000 sq ft) an no more than 333 lb (0.5 lb active ingredient) per acre (7.7 lb per 1000 sq ft) per year. Use of this product in Nassau and Suffolk counties of New York is prohibited.

### Active Ingredients -

This product contains 0.075 pound of the active ingredient dithiopyr per 50 pound bag

E.P.A. Reg. No. 62719-504-52287

E.P.A. Est. 52287-AL-001

### **GUARANTEED ANALYSIS**

Derived From: Ammonium Phosphate, Muriate of Potash, Polymer Coated Urea, Urea

\* 7.998% coated slow release Polymer Coated Urea Nitrogen from Polymer Coated Urea

Chlorine (CI), Not more than...... 4.6450%

F352 Density - 70 lb./cu. ft.

This is not a product label and is intended only to provide information regarding the active ingredient and fertilizer content that may be used to formulate a product. Not all products are registered in every state and may not be available. Your Harrell's Sales Representative can provide you with information on product availability.

Net Wt. 50 LBS. (22.7 KG)



# INFORMATION SHEET

## FERTILIZER W/ Dimension 0.125%

### 2006-5019

22-0-11

### Turf and Ornamental Herbicide

For season-long control of crabgrass and control or suppression of listed annual grasses and broadleaf weeds in ornamental landscape areas, established lawns and ornamental turf, including golf course fairways, roughs and tee boxes.

50 lbs Covers up to 10,869 sq ft.

- · Not for use on plants being grown for sale or other commercial use, or for commercial seed production, or for research purposes.
- · For use on plants intended for aesthetic purposes or climatic modification and being grown in ornamental gardens or parks, or on golf courses or lawns.

In the state of New York, this product may be applied only by commercial applicators at a minimum of 200 lb (0.25 lb active ingredient) per acre (4.6 lb per 1000 sq ft) and no more than 400 lb (0.5 lb active ingredient) per acre (9.2 lb per 1000 sq ft) per year. Use of this product in Nassau and Suffolk counties of New York is prohibited.

This product contains 0.0625 pound of the active ingredient dithiopyr per 50 pound bag

### Active Ingredients -

This product contains 0.0625 pound of the active ingredient dithiopyr per 50 pound bag.

E.P.A. Reg. No. 62719-483-52287

E.P.A. Est. 52287-AL-001

### GUARANTEED ANALYSIS

Derived From: Muriate of Potash, Polymer Coated Urea, Urea

\* 11% coated slow release Polymer Coated Urea Nitrogen from Polymer Coated Urea

Chlorine (CI), Not more than...... 8.5160%

F352 Density - 63 lb./cu. ft.

This is not a product label and is intended only to provide information regarding the active ingredient and fertilizer content that may be used to formulate a product. Not all products are registered in every state and may not be available. Your Harrell's Sales Representative can provide you with information on product availability.



## **POLYON FERTILIZER**

## Batch #: 2006-5021

**GUARANTEED ANALYSIS** 

Derived From: Polymer Coated Urea, Sulfate of Potash, Urea, Manganese Oxide, Manganese Sulfate

\* 11% coated slow release Polymer Coated Urea Nitrogen from Polymer Coated Urea

Chlorine (CI), Not more than...... 0.2200%

F352 Density - 71 lb./cu. ft.

NOTICE: MAY CAUSE STAINS ON CONCRETE. Sweep or blow, Do Not Wash particles that land on hard surfaces.

### Controlled Release Information

NITROGEN

Contains 11 units derived from Polyon 44

#### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html
FOR USE ONLY BY PROFESSIONAL APPLICATORS AND COMMERCIAL GROWERS
NOT INTENDED FOR SALE TO, OR USE BY CONSUMERS (HOMEOWNERS)

Apply fertilizer in accordance with best management practices established by your State University or Extension Service. Observe State or Local regulations pertaining to fertilizer content, timing of application and rates. In MD, this product is providing nutrients as determined to be necessary in accordance with a soil test that was conducted by a laboratory identified under 8-803.7 of this article and performed no more than 3 years before the application. In MD: Products containing over 5% phosphorus are starter fertilizers and are limited to establishing turf in the first growing season, repairing or renovation turf. Follow MD recommendations for annual P limit. In NH, NJ, VA: Application of a product containing phosphorus to turf is limited to establishing turf in the first growing season, repairing or renovating turf, or may be applied to established turf where a soil test performed within 3 years indicates a phosphorus deficiency. In MD, NH, NJ, VA: Application rates of soluble nitrogen are not to exceed 0.7 lb soluble N/1,000 sq.ft./application.(In VA - no more than 1.0 lb. to warm season grasses) Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to turf/garden areas and sweep any product that lands on hard surfaces back onto the treated area. For information on the components in this fertilizer, write to Harrell's, LLC at the address below. Include the Inventory # or Batch # printed on the product label.

# Net Wt. 50 LBS. (22.7 KG)

2006-5021 142006

### Warning

Dust may cause Serious Eye Damage
Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

<u>Precautionary Statements:</u> Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

#### First Aid

If in Eyes: Flush with water for 15 minutes. Call a doctor for treatment advice if irritation persists.

If on Skin: Wash thoroughly with soap and water. Launder clothing before reuse.

If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is difficult.

If Ingested: Do not induce vomiting. Get medical attention.



### FERTILIZER

### Batch #: 2006-5020

**GUARANTEED ANALYSIS** 

50.0000% Soluble Potash (K<sub>2</sub>O)..... Sulfur (S) ..... 17.0000% 17.0000% Combined Sulfur (S)

Derived From: Sulfate of Potash

Chlorine (CI), Not more than..... 1.0000%

> F352 Density - 81 lb./cu. ft.

NOTICE: MAY CAUSE STAINS ON CONCRETE. Sweep or blow, Do Not Wash particles that land on hard surfaces.

#### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html FOR USE ONLY BY PROFESSIONAL APPLICATORS AND COMMERCIAL GROWERS NOT INTENDED FOR SALE TO, OR USE BY CONSUMERS (HOMEOWNERS)

Apply fertilizer in accordance with best management practices established by your State University or Extension Service. Observe State or Local regulations pertaining to fertilizer content, timing of application and rates. In MD, this product is providing nutrients as determined to be necessary in accordance with a soil test that was conducted by a laboratory identified under 8-803,7 of this article and performed no more than 3 years before the application. In MD: Products containing over 5% phosphorus are starter fertilizers and are limited to establishing turf in the first growing season, repairing or renovation turf. Follow MD recommendations for annual P limit. In NH, NJ, VA: Application of a product containing phosphorus to turf is limited to establishing turf in the first growing season, repairing or renovating turf, or may be applied to established turf where a soil test performed within 3 years indicates a phosphorus deficiency. In MD, NH, NJ, VA: Application rates of soluble nitrogen are not to exceed 0.7 lb soluble N/1,000 sq.ft./application.(In VA - no more than 1.0 lb. to warm season grasses) Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to turf/garden areas and sweep any product that lands on hard surfaces back onto the treated area. For information on the components in this fertilizer, write to Harrell's, LLC at the address below. Include the Inventory # or Batch # printed on the product label.

Florida Specific Requirements for Fertilizer Use: For applications to Sports Turf, Golf Courses, Parks and Athletic Fields: 1.) DO NOT exceed fertilizer rates recommended in the document titled SL 191, "Recommendations for N.P.K and Mg for Golf Course and Athletic Field Fertilization Based on Mehlic III Extractant". 2.) Follow "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses" published by the Florida Department of Environmental Protection. 3.) For all fertilizer uses other than as a specialty fertilizer on urban turf: DO NOT exceed rates recommended in the document titled "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries", published by the Florida Department of Environmental Protection.

Net Wt. 50 LBS. (22.7 KG)

2006-5020 142006

Warning

Dust may cause Serious Eye Damage

Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

Precautionary Statements: Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

First Aid

If in Eyes: Flush with water for 15 minutes. Call a doctor for treatment advice if irritation persists.

on Skin: Wash thoroughly with soap and water. Launder clothing before reuse. If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is

If Ingested: Do not induce vomiting. Get medical attention.

# 20-10-10



### POLYON FERTILIZER

## Batch #: 2006-5024

**GUARANTEED ANALYSIS** 

20.0000% Total Nitrogen (N).....

3.9120% Ammoniacal Nitrogen

16.0880% Urea Nitrogen

10.0000% Available Phosphate (PO).....

Soluble Potash (K<sub>2</sub>O)..... 10.0000%

Derived From: Ammonium Phosphate, Muriate of Potash, Polymer Coated Urea, Urea

\* 6.999% coated slow release Polymer Coated Urea Nitrogen from Polymer Coated Urea

Chlorine (CI), Not more than..... 7.7420%

> F352 Density - 63 lb./cu. ft.

NOTICE: MAY CAUSE STAINS ON CONCRETE, Sweep or blow, Do Not Wash particles that land on hard surfaces.

### Controlled Release Information

NITROGEN

Contains 6.999 units derived from Polyon 44

### Directions for Use

Information regarding the contents and levels of metals in this product is available on the internet at: http://www.aapfco.org/metals.html FOR USE ONLY BY PROFESSIONAL APPLICATORS AND COMMERCIAL GROWERS NOT INTENDED FOR SALE TO, OR USE BY CONSUMERS (HOMEOWNERS)

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# Net Wt. 50 LBS. (22.7 KG)

2006-5024 142006

Warning

Dust may cause Serious Eye Damage

Skin, Eye and Respiratory Tract Irritant. Harmful if swallowed.

Precautionary Statements: Wear safety glasses with side shields or goggles when handling product. Avoid breathing dust. Wash face, hands and exposed skin thoroughly after handling. Do not eat, drink or use tobacco products when using this product.

If in Eyes: Flush with water for 15 minutes. Call a doctor for treatment advice if irritation persists.

If on Skiry. Wash thoroughly with soap and water. Launder clothing before reuse. If Inhaled: Remove affected person from source of exposure. Call 911 if breathing is

If Ingested: Do not induce vomiting. Get medical attention.