

INVITATION TO BID

Bid Invitation Number: #7-2013

Date of Issue: 1/29/2013

Scaled bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **2/12/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various Locations

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

QTY	Commodity/Service
PCT	Golf Course Horticulture Products
	See specifications

<p>Check One:</p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p>Proposed Delivery:</p> <p><u>10</u> days after acceptance of bid.</p>
<p>Procurement Card Usage</p> <p><input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input checked="" type="checkbox"/> No</p>	

Submitted by: ADVANCED TURF SOLUTIONS, INC.

Firm 12840 FORD DRIVE

Address FISHERS, IN 46038

City, State & Zip

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

Susan Logan **BID MANAGER**

Signature of Authorized Company Representative - Title

SUSAN LOGAN
Representative's Name (Typed or printed)

317-842-1088 317-842-1847
Area Code - Phone - Extension Fax #

slogan@advancedturf.com
E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Danny J Dunham, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Dan Dunham CORPORATE SECRETARY and he/she is the individual submitting the bid or is the authorized representative of

ADVANCED TURF SOLUTIONS, INC.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

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

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF INDIANA

COUNTY OF HAMILTON

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

by JUSAN LOGAN on this the 7TH day

of FEBRUARY, 2013.

My Commission expires: JANUARY 29, 2016

Susan A. Bogan
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No _____

II. Bid Conditions

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

"Bid on #7-2013 Golf Course Horticulture Products"

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

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. Procurement Level Contract

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

F. 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.

G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Susan Rogan
Signature

ADVANCED TURF SOLUTIONS, INC.
Name of Business

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

The General Liability Policy shall include a Products Liability endorsement in an amount of at least \$1 million per occurrence, \$2 million aggregate (or \$2 million combined single limited) or the CONTRACTOR will otherwise provide products liability coverage satisfactory to the OWNER. The above requirements may be satisfied by submitting a current copy the manufacturers'/producers' Certificate(s) of Insurance in at least the above amounts of coverage if the CONTRACTOR is not the manufacturer/producer of the product. The manufacturer/producer must maintain the required coverage for the useful lifetime of the product(s).

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

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

5.0 DEFINITION OF DEFAULT

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

Lexington-Fayette Urban County Government
Division of Parks and Recreation

**GOLF COURSE
HORTICULTURAL BID**
2013

***ALL BIDDERS MUST FURNISH SPECIFICATION
(NOT MSDS SHEETS) SHEETS FOR ALL PRODUCTS BEING BID
AS PART OF THE BID PACKAGE TO MEET BID REQUIREMENTS.
BIDS NOT FULFILLING THIS REQUIREMENT WILL NOT BE ACCEPTED.***

FERTILIZERS

1. FAIRWAY FERTILIZER

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

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

<u>22-0-5</u>	<u>50</u>	<u>174#</u>	<u> </u>	<u>\$16.94</u>
Analysis	Lbs. per bag	Rate Per Acre	Active Ingredient	Unit Price

2. GREENS FERTILIZER

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

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

<u>21-3-16</u>	<u>50</u>	<u>4 bags</u>	<u> </u>	<u>\$35.03</u>
Analysis	Lbs. per Bag	Rate Per Acre	Active Ingredient	Unit Price

3. STARTER FERTILIZER – GREENS GRADE

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

Product to be dry applied, granular, and non-burning composed of dense homogenous dust-free particles. Ingredients reacted and condensed to form a cellular, self-supported product.

<u>15-22-10</u>	<u>50</u>	<u>4 bags/acre</u>	<u> </u>	<u>\$38.95</u>
Analysis	Lbs. per Bag	Rate Per Acre	Active Ingredient	Unit Price

9. FLUID FERTILIZER

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

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

<u>22-0-4</u>	<u>5</u>	<u>3-6</u>	<u> </u>	<u>\$80</u>
Analysis	Gal. per Case	Oz. per 1000	Active Ingredient	Price per Case

10. ROUGH GRADE FERTILIZER

Approximate 2-1-1 Ratio: Nitrogen source to be derived from Urea.

<u>30-0-5</u>	<u>50</u>	<u>150</u>	<u> </u>	<u>\$17.80</u>
Analysis	Lbs. per Bag	Lbs per Acre	Active Ingredient	Unit Price

12. SULFUR - GREENS GRADE

A ready-to-use, dry applied, non-burning, free flowing homogeneous product. 90 - 100% of the particles pass through -14 to a +40 mesh.

<u>No bid</u>	<u> </u>
Lbs. per Bag	Unit Price

14. ANDERSONS' PREEMERGENT FOR GREENS AND FINE TURF or Shaws 10-3-10, .13 dithiopyr

18-6-15
.164% Dithiopyr/65% Nutralene

 SEE TOP OF NEXT PAGE

10-3-10

DU

Dithiopyr

\$50.14

Analysis

Lbs per Bag

Lbs per 1000

Active Ingredient

Unit Price

20. UREA 40-0-0

40% nitrogen based granular fertilizer
50 Pound Bags

\$17

Price per bag

21. Urea 35-0-0

35% nitrogen based granular
50 lb bags

\$16.40

Price per bag

22. 16-0-0 Calcium Nitrogen

19% calcium

15.5-0-0 calcium nitrate \$17.43

Price Per Bag

HERBICIDES

1. DIMENSION Ultra (Dithlopyr)

A selective herbicide that provides pre-emergence control of listed annual grasses and broadleaf weeds in established cool and warm season turfgrasses.

Active Ingredient: Dithlopyr 40 %

<u>CGC 40</u>	<u>Dithlopyr</u>	<u>\$193 per case 16 x 5 oz</u>
Rate Per Acre	Active Ingredient	Unit Price

2. TRIMEC BENTGRASS

A broad spectrum herbicide which contains .5 lbs. of 2 4-D; 1.5 lbs. of MCPP and .2 lbs of Dicamba. Can be used on bentgrass fairways, tees and greens.

<u>22oz</u>	<u>Same as above</u>	<u>\$93.26 per 2.5 gal</u>
Rate per Acre	Active Ingredient	Unit Price

3. TRIMEC CLASSIC

A broad spectrum herbicide which contains 2.03 lbs 2, 4-D, 1.08 lbs MCPP and 0.21 lbs Dicamba.

ArmorTech Threesome

<u>3-4</u>	<u>Same as above</u>	<u>\$109.25 per 5 gal</u>
Pints per Acre	Active Ingredient	Unit Price

5. BETASAN 4EC (BENSULIDE)

For the control of hard and soft crabgrass, poa annua and other weeds.

Rate: 2 1/2 gals. in 18-100 gals. of water per acre.

Active Ingredient: Bensulide 46%

<u>No bid</u>	<u></u>	<u></u>	<u></u>
Gallons per Acre	Gallons per CASE	Active Ingredient	Price per Case

6. TGR TURF ENHANCER 2 SC

Active ingredient: Paclobutrazol (22.3%)

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

ArmorTech PAC 223

<u>8-32 oz/acre</u>	<u>1 gallon</u>	<u>Same as above</u>	<u>\$208.75 per gallon</u>
Rate Per 1000	Gallons per case	Active Ingredient	Price per Case

7. PRIMO

A plant growth regulator that improves the quality of cool season turfgrasses.

Active Ingredient: Flurprimidol 50%

Rate: 1.5-3 lb/A twice a year

<u>5</u>	<u>Trinexepac ethyl</u>	<u>5-25 oz/acre</u>	<u>\$771.75</u>
Gallons per Case	Active Ingredient	Rate per 1000	Price per Case

8. MANAGE / SEDGE HAMMMER

A post-emergence herbicide for control of yellow nutsedge

Active Ingredients: Halosulfuron Methyl, 75%

Prosedge

<u>1.33 oz/ bottle</u>	<u>Same as above</u>	<u>1.33 oz/acre</u>	<u>\$83.70 per bottle</u>
Gallons per Case	Active Ingredient	Rate per 1000	Price per Case

9. PENDULUM AQUACAP

A pre-emergence for the control of annual weeds.

Active Ingredient: Pendimethalin 38.7%

Rate: 3 to 4 pints per Acre

<u>15x1 gal</u>	<u>Same as above</u>	<u>Same as above</u>	<u>\$645</u>
Gallons per Case	Active Ingredient	Rate per 1000	Price per Case

INSECTICIDES

3. MERIT 75 WSP

A systemic insecticide for control of white grubs and bilbugs.

Active ingredients: Imidacloprid 75% ArmorTech IMD 75
Rate: 16 oz/11,000 sq. ft.

<u>48 x 1.6oz</u>	<u>Same as above</u>	<u>Same as above</u>	<u>\$311.61</u>
Lbs. per Case	Active Ingredient	Oz. Per 1000	Price per Case

4. MACH 2 TURF INSECTICIDE

For control of immature stages of certain insects in turfgrasses.

Active ingredients: Halofenozide 22.3 %

Rate: 1.5 oz/1,000 sq. ft.

No Bid

Gallons Per Case

Active Ingredient

Rate per 1000

Price per Case

5. Delta Guard

For Insect Control

Active Ingredient: Deltamethrin .42 per gallon

Upstar

1 GC
gal

Bifenthrin

10oz/ acre

\$45

Gallons per case

Active Ingredient

Rate per 1000

Price per Case

6. Scimitar GC

For Insect Control

Active Ingredient: lambda-cyhalothrin

Rate: 5-10 oz per/ acre

No bid

Gallons per case

Active Ingredient

Rate Per Acre

Price per Case

FUNGICIDES

1. BAYLETON 50%

A true systemic fungicide for the control of dollar spot, brown patch and fusarium.
Active Ingredient: Triadimefon 50%

No Bid

<u>LBS per Case</u>	<u>Rate per 1000</u>	<u>Active Ingredient</u>	<u>Price per Case/Per Drum</u>
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2. SUBDUE MAXX

A systemic fungicide for the control of Pythium.
Active Ingredient: Metalaxyl 21.3%

Rate: 1 -2 ounces per 1,000 square feet.

Mefenoxam AQ

<u>5 gal</u>	<u>1-2</u>	<u>Mefenoxam</u>	<u>\$984.37</u>
Gallons per Case	Rate per 1000	Active Ingredient	Price per Case

3. CHIPCO 26 GT Flowable

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

Active Ingredient: Iprodione 23.3%

Rate: 2 ounces per 1,000 square foot at 10-14 day intervals for red thread.

ArmorTech IP 233

<u>5 gal</u>	<u>2-4</u>	<u>Iprodione</u>	<u>\$268.22</u>
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Gallons per Case Rate per 1000 Active Ingredient Price per Case

4. BANOL C

A systematic fungicide that alleviates and prevents Pythium Blight, root,rot, dollar spot, leaf spot, red throat, and brown patch.

Active Ingredients: Propamacarb + Chlorothanlonil

Rate: Preventative: 2.75 – 6 fl. Oz./2.5 gal water

Curative: 6-8 fl. Oz./2.5 gal. water

<u>No Bid</u>			
<u>Gallons per Case</u>	<u>Rate per 1000</u>	<u>Active Ingredient</u>	<u>Price per Case</u>

5. BANOL

For the control of pythium on a preventive and curative basis.

Active Ingredient: Propamocarb 66.5%

Rate: 1 1/3 ounces to 4 ounces per 1,000 square feet.

Proplant

<u>1 gal</u>	<u>1 1/3 - 4 oz/1000</u>	<u>Propamacarb</u>	<u>\$343.60</u>
Gallons per Case	Rate per 1000	Active Ingredient	Price per Case

6. BANNER MAXX

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

Active Ingredient: Propiconazole 14.3%

Rate: 1 oz. per 1,000 sq. ft. ArmorTech PPZ 143

<u>5 ga</u>	<u>1 oz/ 1000</u>	<u>Propiconazole</u>	<u>\$392</u>
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<u>25.2 lbs</u>	<u>4.4 lbs/1000</u>	<u>Aluminum tris 70%</u>	<u>\$380</u>
LBS per Case	Rate per 1000	Active Ingredient	Price Per Case

11. DACONIL ULTREX

Water dispersible granules for broad spectrum disease control of dollar spot, brown patch and leaf spot.

Active Ingredient: Chlorothalonil 82.5%

RATE: .92 oz - 3.7 oz/1000 7-14 day intervals ArmorTech CLT 825

<u>20 lbs</u>	<u>.92-3.7/oz/1000</u>	<u>Chlorothalonil</u>	<u>\$116.50</u>
Lbs. Per Case	Rate per 1000	Active Ingredient	Price per case

12. HERITAGE

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

Active Ingredient: Azoxystrobin, 50%

Insignia sc intrinsic 30.5 oz

RATE: .2 - .4/10000 14-28 day intervals

Total Cases: 2

<u>30.5 oz bottle</u>	<u>30.5 oz/acre</u>	<u>Pyraclstrobin</u>	<u>\$371.19</u>
Gallons Per Case	Rate per 1000	Active Ingredient	Price per case

13. EAGLE

A systemic protectant fungicide for the control of brown patch, dollar spot, leaf spot and summer patch.

RATE: 3 oz./5,000 sq. ft at 14 day intervals

myclo
Mycet 20 EW

<u>1 gal</u>	<u>3oz/5000 soft</u>	<u>Myclobutanil</u>	<u>\$152.50</u>
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15. CLEARY'S 3336 F

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 Armortech TM 462
 Active Ingredients: Thioplianate Methyl 45%

<u>5 gal</u>	<u>2-4 oz/1000</u>	<u>Thiophanate-methyl</u>	<u>\$320</u>
Gallons Per Case	Rate per 1000	Active Ingredient	Price per case

16. Emerald

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%

<u>.49#</u>	<u>.49#/acre</u>	<u>Same as above</u>	<u>\$138.18</u>
Lbs. Per Case.	Rate per 1000	Active Ingredient	Price per Case

17. Triton Flow

Broad Spectrum, systemic fungicide for control of anthracnose, brown patch, dollar spot, and summer patch.

Active ingredients: ArmorTech Teb 360

<u>\$700</u>	<u>Tebuconazole</u>	<u>.6 oz</u>
Price per 5 gallon Case	Active Ingredient	Rate per 1000 preventative

18. Daconil Action

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%,

<u>No bid</u>	<u>Active Ingredient</u>	<u>Rate Per 1000</u>
Price per 2.5 gal		

MISCELLANEOUS

1. FLO WETTING AGENT

A blend of non-ionic surfactants

<u>Matador wetting agent 5 gallon case 4oz/1000 sqft</u>	\$283
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.

5 gallon case	\$102
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Price Per Case	

3. ph acidifier

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

Sync

12 pints
<hr/>
Units per case

\$135.85
<hr/>
Price per case



February 7, 2013

To: Lexington Fayette Urban County Government
Division of Central Purchasing

Re: Invitation to Bid #7-2013
Golf Course Horticulture Products

Please find attached, original copy of bid with notary seal and a copy of the original bid.

Labels for each product bid are also enclosed.

Your local contact is Brad Nevitt, Advanced Turf Sales Representative. He can be reached at 502.689.8720, if needed.

Please let me know, if you need any additional information.

Respectfully

Susie Logan
Advanced Turf Solutions, Inc.
Bid Manager
877-433-7037



February 7, 2013

To: Lexington Fayette Urban County Government
Division of Central Purchasing

Re: Insurance for Bid # 7-2013
Golf Course Horticulture Products

Please find attached a copy of the "Certificate of Liability". Our insurance company faxed this to you on Thursday, February 7, 2013.

Please let me know, if you require additional information.

Respectfully

Susie Logan
Advanced Turf Solutions, Inc.
Bid Manager
877-433-7037

DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation applies to General Liability per Endorsement #CG7135 09/11, Automobile Liability endorsement #CA7048 09/11 subject to the terms, conditions and exclusions on the policies.

Primary & Noncontributory applies to General Liability per Endorsement #CG7055 12/98, Automobile Liability endorsement #CA7075 10/08 subject to the terms, conditions and exclusions on the policies.

Umbrella is form following subject to the policy terms, conditions and exclusion on the policy.

RE: Bid #7-2013. Golf Course Horticulture Products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to

render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.

C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.