

Lexington-Fayette Urban County Government

Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 19, 2021

INVITATION TO BID #87-2021 Mowing for Haley Pike

Bid Opening Date: Address:		Bid Opening Time: 2:00 PM por, Room 338, Lexington, Kentucky 40507	
Type of Bid:	Price Contract		
Pre Bid Meeting:	N/A	Pre Bid Time:	N/A
Address:	N/A		

Sealed bids will be received via Ion Wave, until **<u>2:00 PM</u>**, prevailing local time on **<u>9/2/2021</u>**. Bids must be <u>received</u> by the abovementioned date and time. Bids should be submitted via:

> Ion Wave https://lexingtonky.ionwave.net

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: 4216 Hedger Ln., Lexington, KY

Bid Specifications Met	Check One: Exceptions to Bid Specifications.	Exceptions shall be itemized and attached to bid proposal submitted.	Proposed Delivery:
	e Lexington-Fayette Urban County Gov ments. Will you accept Procurement C		Cards to purchase goods
Submitted by:	Brownfields D. Firm Name P.O. Box 426	evelopment, LLC	<u></u>
	Address Prospect, Ky Cip, State & Zip	40059	
Bid must be signed: (original signature)	Signature of Authorized Com	pany Representative - Title	Member
	Representative's Name (Typed o 502 974-221	r printed)	
	Area Code - Phone - Extension <u> rbascomebro</u> E-Mail Address	wnfieldsenv.c	om

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

AFFIDAVIT

	Comes the Affiant, Richard Bascon, and after being first duly sworn under penalty of
	Comes the Affiant, Clard Jascon, and after being first duly sworn under penalty of jury as follows:
hei	Jury as ronows:
1.	His/her name is <u>Richard Bascon</u> and he/she is the individual submitting the bid or is the
	authorized representative of Brownfields Development UC
	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.
ст	ATE OF KENTUCKY
51	
со	UNTY OF
	The foregoing instrument was subscribed, sworn to and acknowledged before me
by	Bichard Bascom on this the st day
- /	Santem he Car ZI
of .	Notary Public, ID No. 589979
	My Commission expires: 12 12 2021
	My commission expires.
	SHIDNA WAR SANAAA
	NOTARY PUBLIC, STATE AT LARGE
Ple	ease 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 <u>non-compliant</u>.

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 V

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 <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of 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. Bids that are not submitted via Ion Wave 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 <u>XX</u> 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>(3)-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 365 days of the Procurement Contract. After 365 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 year. 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.

Standard Title VI Assurance

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

The Law

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

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

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

Bidders

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

Signature

ofields Development UC 0 Name of Business

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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:

- 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 disgualification 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 the bid 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.
- 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

9/1/21

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Categories	Total	(f His C	'hite Not spani or tino)	Hisi c Lat	or	Afri Ame (N Hisp	ck or can- irican lot banic atino	Haw ar Ott Pao Islar (N Hisp	tive alian nd her cific nder lot banic atino	Asi (N Hisp c (Lati	ot bani br	India Alas Na (r Hisp	rican an or skan tive not banic atino	more (f Hispa	vo or e races Not anic or tino	То	otal
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Superintendents		1		0-1	-								1		i	1	
Supervisors																	
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Skilled Craft																	-
Service/Maintenanc		3														3	
Total:		5	2													5	2

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 <u>Certified</u> MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to <u>provide written</u> 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

- 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.
- 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.
- 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

- 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)
- 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

- 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.

- 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

- 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 <u>written documentation</u> of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 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

- 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.

). 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

 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 Page 15 of 25

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 <u>smiller@lexingtonky.gov</u> 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.

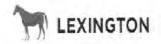
Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

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, <u>https://lexingtonky.diversitycompliance.com/</u>

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

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



LFUCG MWDBE PARTICIPATION FORM 202 M -Bid/RFP/Quote Reference #_

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
Brownfields Developme P.O. Box 426 Prospect, KY 40059 502-974-2240	WBE	Mowing	\$54,471.	100%
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.

Lields Development uc <u>Ric</u> Compar 101/2021 D. Company **Company Representative**

Date

Incipa.

Title



LFUCG MWDBE PARTICIPATION FORM - 202 Bid/RFP/Quote Reference

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. * Browntields is a nationally Cert MWDBE Company, Name, Work to be Performed MBE % Value of Total Total Dollar Address, Phone, Email WBE or Value of the Contract DBE Work 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.

Brownfields Development Company 09/01/2021 Company Representative Principal Title

Date



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #_____7-2021

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

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

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.

revelopmentuc Brok SOM Company Company Representative 12021 09/01 CIPH Date Title



MWDBE QUOTE SUMMARY FORM Bid/RFP/Ouote Reference #______

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.

* Brownfields is a nationally certified WBE firm,

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

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

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

COLL ODMEN Company 09/01/2021 Date

SCOM **Company Representative** AL Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote #_

Total Contract Amount Awarded to Prime Contractor for this Project_

Project Name/ Contract #	Work Period/ From:	To:		
Company Name:	Address:			
Federal Tax ID:	Contact Person:			

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries,

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

<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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

Haley Pike Landfill Property - Mowing Needs

Scope of work:

Seeking a contractor to bush hog, mow and trim the Haley Pike Landfill Facility located at 4216 Hedger Ln. Also include pricing for spot spraying heavy Johnson grass areas.

- Unless an unusual growing season is encountered, the mowing season is expected to begin in April and continue through the month of October. However, these dates and/or number of mowing events may be altered at the discretion of the Division of Waste Management. Contractor will use the following specifications to submit a unit cost for performing a mowing service per area. (see attached aerial map):
 - Area A (the irrigation fields) will need to be bush hogged and trimmed around the spray heads monthly for an estimated 7 events. This is approximately 30 to 35 acres + or -.
 - Area B the scale-house lawn areas will need to be mowed and trimmed weekly for an estimated 28 events. These areas are to be mowed as a lawn not bush hogged. This is approximately 2 acres. + or -
 - Area C (the wetland areas, including basin dam, and areas around all sampling points and wells) will be bush hogged and trimmed monthly for an estimated 7 events. This will be approximately 10 to 15 acres.+ or -
 - All other areas Area D (open fields, LMAC area and closed landfill areas)

 approx. 430 acres will be bush hogged 4x/year. First event early to
 mid April, Second event late May/early June, Third event late July/early
 August and last mowing for the year around late September/early October.

LFUCG 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 <u>or</u> all parts to one vendor.

- 2. The areas that are to be bush hogged and mowed are approximately 480 acres in total. See attached map for areas.
- 3. It should also be known that on the landfill area there are numerous methane vents, diversion berms, rock lined drainage ditches, down drains, drain pipe openings, headwalls, and roadway edges that have to be trimmed around as well as mowed around.

8/6/21

- a. IMPORTANT: It is advised that interested contractors visit the site and review these hazardous mowing areas and obstacles prior to bidding. Contact Richard Boone at (859) 519-5981 for scheduling.
- b. All bid questions must be submitted in the lonwave online website <u>https://lexingtonky.ionwave.net</u>. The online Bid Q&A will expire August 26, 2021, at 12:00PM.

Incl: 1 attachment - Aerial map of area

MOWING PRICING

<u>AREA</u>	<u>UOM</u>	PRICE
А	Each	\$ <u>963.00</u>
В	Each	\$ <u>110.00</u>
С	Each	\$ <u>550.00</u>
D	Each	\$ <u>10,200.00</u>

SPOT SPRAYING PRICING

	UOM	PRICE
Labor	hourly rate	\$ <u>55.00</u>
Chemicals	gallons	\$ 15.00

**Specify below the chemicals/mix you are proposing to use and include MSDS sheet in your response:

- 1) Labor rate includes UTV, fuel, spray apparatus, PPE and <u>Commercial</u> <u>Licensed</u> operator.
- 2) Application mix consists of 2% RM43 herbicide with ammonium sulfate additive. MSDS for RM43 attached.

www.google.com/maps/@38.0555727,-84.2911918,2240m/data=!3m1!1e3

×

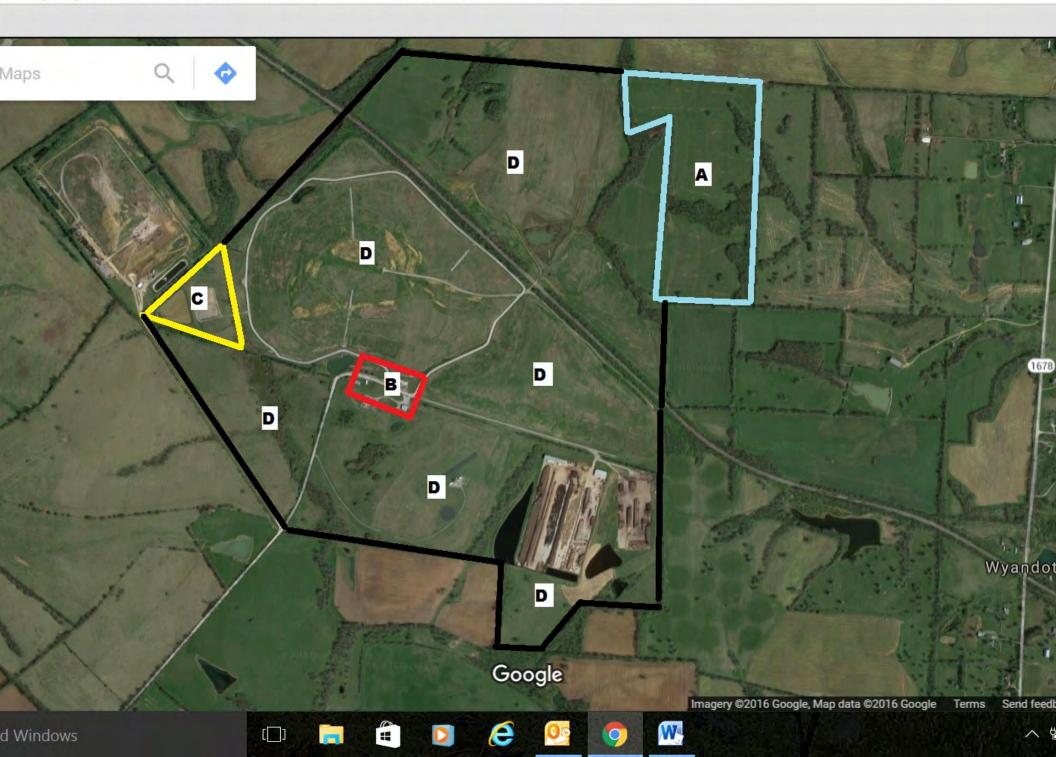


Table 1. List of Equipment

			Capacity (Est.
ltem	Make	Model	Acres/Hour)
Blower	Stihl	BR450	NA
Blower	Stihl	BR450	NA
Blower	Stihl	BR600	NA
Blower	Stihl	BG56C	NA
Chainsaw	Stihl	MS271	NA
Chainsaw	Stihl	MS271	NA
Chainsaw	Homelite	Ranger	NA
Edger	Stihl	FC96	NA
Edger	Stihl	FC56	NA
Mower	Bush Hog	RDTH 72 Finish	3.5
Mower	Woods	9144 Finish Flex Batwing	6
Mower	Kubota	ZG327-60	3.5
Mower	Kubota	2726X-60	3.5
Mower	Kubota	2726X-60	3.5
Mower	Hustler	Super Z Hyperdrive 72	5
Mower	Hustler	Super Z-60	4
Mower	Hustler	Super Z-60	4
Mower	Kut Kwick	SM35DY High Slope	3
Mower	John Deer	HX15	7
Mower	Schulte	5026 Batwing 26'	9.5
Mower	Woods	3240 Batwing 20'	8
Mower	Woods	3240 Batwing 20'	8
Mower	TORO	Groundmaster 13'6"	6
Mower	Husqvarna	LC221AH	1.5
Pickup Truck	Ford	F-150	NA
Pickup Truck	Ford	F-350	NA
Spray Outfit	Kawasaki Mule	FIMCO LG-45-BL-UTV	NA
Tractor	Kubota	Mx5400	NA
	Kubota	Bx23	NA
Tractor			NA
Tractor	John Deer	6140R	
Tractor	John Deer	6420	NA
Tractor	Ford	2600	NA
Trailer - Equipment	Gatormade	18'	NA
Trailer - Equipment	Gatormade	18'	NA
Trailer - Equipment	Gatormade	21'	NA
Trailer – Tandem Dump	Gatormade	14'	NA
Trimmer	Stihl	FS70R	NA
Trimmer	Stihl	FS70R	NA
Trimmer	Stihl	FS111	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	KM111R	NA
Signage	Begin Mowing	NCHRP-350 approved	NA
Signage	End Mowing	NCHRP-350 approved	NA
Signage	Flagger Ahead	NCHRP-350 approved	NA
Signage	Spring Sign Stands	NCHRP-350 approved	NA

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: EPA Reg. No.: Product Type:	RM43™ 43% Glyphosate Plus Weed Preventer Total Vegetation Control 35935-94-84009 Mixture of Glyphosate, isopropylamine salt and Imazapur, isopropylamine salt
Company Name:	Ragan and Massey, Inc. 101 Ponchatoula Parkway Ponchatoula, LA 70454 1-800-264-5281
Telephone Numbers:	For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, Call CHEMTREC Day or Night: 1-800-424-9300 For Medical Emergencies Only, Call 1-877-325-1840

This product is an EPA FIFRA registered pesticide. Some classifications on this SDS are not the same as the FIFRA label. Certain sections of this SDS are superseded by federal law governed by EPA for a registered pesticide. Please see Section 15. REGULATORY INFORMATION for explanation.

2. HAZARDS IDENTIFICATION

PHYSICAL HAZARDS:

Not hazardous

HEALTH HAZARDS: Category 1 Serious eye damage/eye irritation Category 1 Carcinogen Category 1B ENVIRONMENTAL HAZARDS: Category 2 Hazardous to aquatic environment, acute Category 2 Hazardous to aquatic environment chronic Category 2

SIGNAL WORD: DANGER

HAZARD STATEMENTS

Causes serious eye damage. May cause cancer. Toxic aquatic life with long lasting effects.



PRECAUTIONARY STATEMENTS

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood.

Wear protective gloves, protective clothing and eye protection.

Avoid release to the environment.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor.

If exposed or concerned: Get medical advice.

Store locked up.

Dispose of contents in accordance with local, state, and federal regulations.

3. COMPOSITION / INFORMATION ON INGREDIENTS

COMPONENT

Glyphosate, isopropylamine salt Imazapur, isopropylamine salt Other Ingredients **CAS NO.** 38641-94-0 81510-83-0 Trade Secret % BY WEIGHT 42.3 – 45.0 0.70 – 0.86 Trade Secret

Synonyms: Glyphosate IPA; N-phosphonomethyl) glycine, in the form of isopropylamine salt. Imazapyr IPA, isopropylamine salt of imazapyr

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product's specifications.

4. FIRST AID MEASURES

If in Eyes: Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Get immediate medical attention.

If Swallowed: Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. If symptoms develop, get medical advice.

If on Skin or Clothing: Take off contaminated clothing. Wash with soap and water. Get medical attention if irritation develops and persists.

If Inhaled: Move person to fresh air. If symptoms develop, get medical advice.

Most Important Symptoms/Effects, Acute and Delayed: Causes severe eye irritation and possible damage. May cause respiratory irritation.

Indication of immediate medical attention and special treatment if needed: For eye exposure, seek immediate medical attention. For ingestion there is no specific antidote available. Treat symptomatically.

5. FIRE FIGHTING MEASURES

Extinguishing Media: Recommended for large fires: foam or water spray. Recommended for small fires: dry chemical or carbon dioxide.

Special Fire Fighting Procedures: Firefighters should wear NIOSH approved self-contained breathing apparatus and full fire-fighting turn out gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later.

Unusual Fire and Explosion Hazards: If water is used to fight fire, contain runoff, using dikes to prevent contamination of water supplies. Dispose of fire control water later.

Hazardous Decomposition Materials (Under Fire Conditions): May produce gases such as hydrogen chloride and oxides of carbon, nitrogen and phosphorous.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Wear appropriate protective gear for the situation. See Personal Protection information in Section 8.

Environmental Precautions: Prevent material from entering public sewer systems or any waterways. Do not flush to drain. Large spills to soil or similar surfaces may necessitate removal of topsoil. The affected area should be removed and placed in an appropriate container for disposal.

Methods for Containment: Dike spill using absorbent or impervious materials such as earth, sand or clay. Collect and contain contaminated absorbent and dike material for disposal.

Methods for Cleanup and Disposal: Pump any free liquid into an appropriate closed container. Collect washings for disposal. Decontaminate tools and equipment following cleanup. See Section 13: DISPOSAL CONSIDERATIONS for more information.

Other Information: Large spills may be reportable to the National Response Center (800-424-8802) and to state and/or local agencies.

7. HANDLING AND STORAGE

HANDLING:

Causes irreversible eye damage. Harmful is swallowed. Do not get in eyes or on clothing. Users should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove Personal Protective Equipment (PPE) immediately after handling this product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

STORAGE:

Store product in original container in a safe place and protect from freezing. Do not contaminate water, food, or feed by storage or disposal.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls:

Where engineering controls are indicated by specific use conditions or a potential for excessive exposure, use local exhaust ventilation at the point of generation.

Personal Protective Equipment:

Eye/Face Protection: To avoid contact with eyes, wear chemical goggles. An emergency eyewash or water supply should be readily accessible to the work area.

Skin Protection: To avoid contact with skin, wear long pants, long-sleeved shirt, shoes plus socks and chemical-resistant gloves. Washing facilities should be readily accessible to the work area.

Respiratory Protection: Not normally required. If vapors or mists exceed acceptable levels, wear NIOSH approved airpurifying respirator with cartridges/canisters approved for use against pesticides.

General Hygiene Considerations: Personal hygiene is an important work practice exposure control measure and the following general measures should be taken when working with or handling this material: 1) do not store, use and/or consume foods, beverages, tobacco products, or cosmetics in areas where this material is stored; 2) wash hands and face carefully before eating, drinking, using tobacco, applying cosmetics or using the toilet.

Exposure Guidelines:

	OS	OSHA		ACGIH	
Component	TWA	STEL	TWA	STEL	Unit
Glyphosate	NE	NE	NE	NE	
Imazapyr	NE	NE	NE	NE	
Other Ingredients	NE	NE	NE	NE	

NE = Not Established

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Odor: Odor threshold: pH: Melting point/freezing point: Initial boiling point and boiling range: Flash point: Clear yellow liquid Slight odor No data available 4.22 No data available 200° F >200° F

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Evaporation rate: Flammability (solid, gas): Upper/lower flammability or explosive limits: Vapor Pressure: Vapor Density: Relative density: Solubility(ies): Partition coefficient: n-octanol/water: Autoignition temperature: Decomposition temperature:	
• •	
Viscosity:	
VOC Emission Potential (%):	

Not applicable Not applicable Not applicable No data available 1.171 g/ml @ 20° C Soluble No data available No data available No data available 14.7 centipoise at 40° C Not available.

Note: Physical data are typical values, but may vary from sample to sample. A typical value should not be construed as a guaranteed analysis or as a specification.

10. STABILITY AND REACTIVITY

Reactivity: Not reactive.

Chemical Stability: This material is stable under normal handling and storage conditions.

Possibility of Hazardous Reactions: Will not occur.

Conditions to Avoid: Excessive heat. Do not store near heat or flame.

Incompatible Materials: Strong oxidizing agents: bases and acids.

Hazardous Decomposition Products: Under fire conditions may produce gases such as hydrogen chloride and oxides of carbon, nitrogen and phosphorous.

11. TOXICOLOGICAL INFORMAITON

Likely Routes of Exposure: Eye contact. Skin contact.

Eye: Causes severe eye irritation and possible irreversible eye damage.

Skin: Slightly toxic and non-irritating based on toxicity studies.

Inhalation: Low inhalation toxicity. Inhalation of mists may cause coughing and sneezing.

Ingestion: Sightly toxic if ingested based on toxicity studies. No significant adverse health effects are expected to develop if only small amounts (less than a mouthful) are swallowed.

Toxicological Data:

Data from laboratory studies on this product are summarized below:

Oral: Rat LD₅₀: >5,000 mg/kg

Dermal: Rat LD₅₀: >5,000 mg/kg

Inhalation: Rat 4-hr LC₅₀: >2.06 mg/l (no mortality at highest attainable dose)

Eye Irritation: Rabbit: Moderately irritating under test conditions with corneal involvement persisting for 21 days.

Skin Irritation: Rabbit: Slightly irritating

Skin Sensitization: Not a contact sensitizer in guinea pigs following repeated skin exposure.

Subchronic (Target Organ) Effects: Repeated overexposure to glyphosate may decrease body weight gains and effects to liver. For imazapyr, no adverse effects at approximately 1,700 mg/kg/day (highest dosage tested).

Carcinogenicity / Chronic Health Effects: Prolonged overexposure to glyphosate may cause effects to the liver. EPA has given glyphosate a Group E classification (evidence of non-carcinogenicity in humans). In 2015 IARC classified glyphosate as a probable human carcinogen Group 2A based on limited human evidence and some evidence in animals. Imazapyr did not cause cancer in laboratory animals. EPA has classified imazapyr as a Group # (evidence of non-carcinogenicity for humans) carcinogen.

Reproductive Toxicity: In laboratory animals studies with glyphosate, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals.

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Developmental Toxicity: In animal studies, glyphosate did not cause birth defects in animals; other effects were seen in the fetus only at doses which caused toxic effects to the mother. The results of animal studies with amazapyr gave no indication of a fertility impairing effect.

Genotoxicity: Glyphosate has produced no genetic changes in a variety of standard tests using animals and animal or bacterial cells. For imazapyr, no mutagenic effect was found in various tests with microorganisms and mammals.

Assessment Carcinogenicity:

	Regulatory Agency Listing As Carcinogen			
Component	ACGIH	IARC	NTP	OSHA
Glyphosate IPA Salt	No	2A	No	No
Imazapyr	No	No	No	No
Other Ingredients	No	No	No	No

12. ECOLOGICAL INFORMATION

Excoloxicity:			
Data on Glyphosate Acid:			
Bluegill 96-hour LC ₅₀ :	120 mg/l	Bobwhite Quail 8-day Dietary Oral LD ₅₀	: >4,500 ppm
Rainbow Trout 96-hour LC ₅₀ :	786 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>4,500 ppm
Daphnia 48-hour EC ₅₀ :	780 mg/l		
Diatoms 96-hour EC_{50} :	1.3 mg/l		
Duckweed 14-day EC ₅₀ :	25.5 mg/l		
Algae 72-hour \dot{EC}_{50} :	450 mg/l		
Data on Imazapyr::			
Bluegill 96-hour LC ₅₀ :	>100 mg/l	Bobwhite Quail 8-day Dietary LC ₅₀ :	>5,000 ppm
Rainbow Trout 96-hour LC ₅₀ :	>100 mg/l	Bobwhite Quail Oral LD ₅₀ :	>2,150 mg/kg
Daphnia 48-hour EC ₅₀ :	>100 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>5,000 ppm
Diatoms 96-hour EC_{50} :	1.3 mg/l	Mallard Duck Oral LD ₅₀ :	>2,150 mg/kg
Green Algae 7-day \tilde{EC}_{50} :	71 mg/l		
Honey Bee LD ₅₀ :	>100 mg/bee		
Daphnia 48-hour EC_{50} : Diatoms 96-hour EC_{50} : Duckweed 14-day EC_{50} : Algae 72-hour EC_{50} : Data on Imazapyr:: Bluegill 96-hour LC_{50} : Rainbow Trout 96-hour LC_{50} : Daphnia 48-hour EC_{50} : Diatoms 96-hour EC_{50} : Green Algae 7-day EC_{50} :	780 mg/l 1.3 mg/l 25.5 mg/l 450 mg/l >100 mg/l >100 mg/l 1.3 mg/l 71 mg/l	Bobwhite Quail 8-day Dietary LC ₅₀ : Bobwhite Quail Oral LD ₅₀ : Mallard Duck 8-day Dietary LC ₅₀ :	>5,000 ppm >2,150 mg/k

Environmental Fate:

Excotoxicity

In the environment, glyphosate adsorbs strong to soil and is expected to be immobile in soil. Glyphosate is readily degraded by soil microbes to AMPA (aminomethyl phosphonic acid) that is further degraded to carbon dioxide. Glyphosate and AMPA are unlikely to enter ground water due to their strong adsorptive characteristics. Terrestrially-applied glyphosate has the potential to move into surface waters through soil erosion because it may be adsorbed to soil particles suspended in the runoff. Aquatic applications registered for certain formulations may also result in glyphosate entering surface waters. Complete degradation is slow, but dissipation in water is rapid because glyphosate is bound in sediments and has low biological availability to aquatic organisms. These characteristics suggest a low potential for bioconcentration in aquatic organisms and this has been verified by laboratory investigations of glyphosate body bioconcentration factors for fish were observed to be less than 1X. Bioconcentration factors for sediment dwelling mollusks and crayfish tended to be slightly higher, but were always less than 10X. In addition, any residues accumulated in organisms were rapidly eliminated.

Imazapyr is degraded by microbial metabolism and can be relatively persistent in soils. It has an average half-life in soils that ranges from 2 weeks to 5 months. Half-lives tend to be shorter in forest litter and soils. Imazapyr is water-soluble and variably binds to organic materials in the soils. Although the potential to leach is high, leaching is limited under typical field condition. In water, imazapyr can be rapidly degraded by photolysis with a half-life averaging 2 days. Due to its rapid photodegradation by sunlight, water contamination by imazapyr is generally not of concern.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method:

Wastes resulting from use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures. Emptied container retains vapors and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. Pesticide wastes may be acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Handling and Disposal:

Nonrefillable Containers 5 Gallons or Less: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ½ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities. Plastic containers are also disposable by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Nonrefillable Containers Larger Than 5 Gallons: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse or pressure rinse container (equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable containers larger than 5 gallons: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full of water and, if possible, spray all sides while adding water. Agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

14. TRANSPORTATION INFORMATION

Follow the precautions indicated in Section 7: HANDLING AND STORAGE OF THIS SDS.

DOT:

Non Regulated

IMDG:

Non Regulated

IATA:

Non Regulated

15. REGULATORY INFORMATION

EPA FIFRA INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and

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hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

DANGER. Corrosive. Causes irreversible eye damage. Harmful if swallowed. Do not get in eyes or on clothing.

U.S. FEDERAL REGULATIONS

TSCA Inventory: This product is exempted from TSCA because it is solely for FIFRA regulated use.

SARA Hazard Notification/Reporting:

Hazard Categories Under Criteria of SARA Title III Rules (40 CFR Part 370.66):

Acute Health

Section 313 Toxic Chemical(s):

None

Reportable Quantity (RQ) under U.S. CERCLA:

None

RCRA Waste Code:

Under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste.

State Information:

Other state regulations may apply. Check individual state requirements.

California Proposition 65:

Not listed.

16. OTHER INFORMATION

National Fire Protection Association (NFPA) Hazard Rating:Rating for this product: Health:3Flammability:1Reactivity:0Hazards Scale:0 = Minimal1 = Slight3 = Serious4 = Severe

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-ACCEPTED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of Federal law to use a pesticide product in any manner not prescribed on the EPA-accepted label.

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EXPIRATION DATE

Certifies that:

Brownfields Development, LLC

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures

PHYLLIS HILL SLATER Board Chair, NWBOC 541620, 562910, 238910, 238990, 115310, 237110, 541330, 541380, 561611, 541618

01/15/21

NAICS Code(s)

Date

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