



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 10-14-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0066 DOT6622C053B 1	Procurement Folder:	1118420
Document Name:	Vegetation Management Products	Reason for Modification:	
Document Description:	Vegetation Management Products Org PF: 1026951		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-10-14
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-10-13

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000120162 ASPLUNDH TREE EXPERT CO 941 Nixon DR Mechanicsburg PA 17055 US Vendor Contact Phone: 540-401-7098 Extension:	Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov																				
Discount Details:	23 FILE LOCATION _____																				
<table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount: Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *10-14-22*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *10/18/2022*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *10-18-2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, ASPLUNDH TREE EXPERT CO, DBA ARBORCHEM PRODUCTS, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, INTO AN OPEN-END CONTRACT FOR VEGETATION MANAGEMENT PRODUCTS PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM NO_1 DATED 07/11/22 AND THE VENDOR'S BID DATED 07/14/2022, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	10171700			QT	348.800000
Service From		Service To			

Commodity Line Description: EsplAnade 200 SC Case of 4 X 16 Qt. containers

Extended Description:

Product Trade Name: EsplAnade 200 SC Case of 4 X 16 Qt. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	10171700			GL	1267.200000
Service From		Service To			

Commodity Line Description: EsplAnade 200 SC Case of 2 X 2.5 Gal. containers

Extended Description:

Product Trade Name: EsplAnade 200 SC Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	10171700			GL	112.500000
Service From		Service To			

Commodity Line Description: Krenite S Case of 2 X 2.5 Gal. containers

Extended Description:

Product Trade Name: Krenite S or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	10171700			GL	112.500000
Service From		Service To			

Commodity Line Description: Krenite S Pallet of 72 X 2.5 Gal. containers

Extended Description:

Product Trade Name: Krenite S Pallet of 72 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	10171700			GL	322.560000
	Service From	Service To			

Commodity Line Description: Method 240SL or equal Case of 2 x 2.5 Gal. containers

Extended Description:

Product Trade Name: Method 240SL or equal Case of 2 x 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	10171700			GL	305.000000
	Service From	Service To			

Commodity Line Description: Milestone or equal Case of 2 X 2.5 Gal. containers

Extended Description:

Product Trade Name: Milestone or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	10171700			LB	31.500000
	Service From	Service To			

Commodity Line Description: Oust XP 3 Lb. container, sold individually

Extended Description:

Product Trade Name: Oust XP 3 Lb. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	10171700			LB	31.500000
	Service From	Service To			

Commodity Line Description: Oust XP Case of 8 X 3 Lb. containers

Extended Description:

Product Trade Name: Oust XP Case of 8 X 3 Lb. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	10171700			LB	31.500000
	Service From	Service To			

Commodity Line Description: Oust Extra 4 Lb container, sold individually

Extended Description:

Product Trade Name: Oust Extra 4 Lb container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	10171700			LB	31.500000
	Service From	Service To			

Commodity Line Description: Oust Extra Case of 8 x 4 Lb. containers

Extended Description:

Product Trade Name: Oust Extra Case of 8 x 4 Lb. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ West Virginia Department of Agriculture Category 12 Certification (Pesticide Storage and Distribution certification)

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ **State of West Virginia must be listed as additional insured on insurance certificate. Certificate Holder should read as follows:**

☒ **State of WV**
1900 Kanawha Blvd. E., Bldg. 5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) TODD HAGENBUCH Manager
Signature (Printed Name and Title) Todd Hagenbuch Manager
(Address) 941 Nixon Drive Mechanicsburg, PA 17055
(Phone Number) / (Fax Number) 717-766-6661 717-~~918~~-
(email address) thagenbuch@arborchem.com 918-5513

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Asplundh Tree Expert LLC DBA Arborchem Products
(Company) Todd Hagenbuch Manager
(Authorized Signature) (Representative Name, Title) TODD HAGENBUCH MANAGER 10-6-22
(Printed Name and Title of Authorized Representative) (Date) 717-766-6661 717-918-5513
(Phone Number) (Fax Number) thagenbuch@arborchem.com
(Email Address)

REQUEST FOR QUOTATION
Vegetation Management Products

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Vegetation Management Products, to include herbicides, adjuvants, and miscellaneous related products for use of vegetation management at various WVDOH locations and rights-of-ways statewide.

- 2. DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 “Arm’s Length Transaction”** – means a transaction between two independent and unrelated parties in which both parties are acting in their own self-interest.
 - 2.2 “Contract Item” or “Contract Item(s)”** – Contract Items are identified in Section 3 of this Solicitation.
 - 2.3 “Contractor” or “Vendor”** - interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
 - 2.4 “DEP”** means the WV Department of Environmental Protection and should reference the Federal, State and Local levels of government. Please reference and www.dep.wv.gov.
 - 2.5 “Emergency Work”**- means work which is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.
 - 2.6 “EPA”** – United States Environmental Protection Agency. Please reference www.epa.gov.
 - 2.7 “FOB” or “Free on Board”** – indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
 - 2.8 “Pricing Pages”** - means the pages, contained in wvOASIS, or attached hereto as Attachment A (ATT A) “Pricing Pages”, upon which Vendor should list its

REQUEST FOR QUOTATION
Vegetation Management Products

proposed price for the Contract Services and will be used to evaluate the solicitation responses.

- 2.9 “Solicitation”** – means the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.10 “Standard Specs”** – used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.11 “WVDA”** - West Virginia Department of Agriculture. Please reference www.wvagriculture.org or call 304-558-2209 for additional information.
- 2.12 “WVDOH” or “Agency”**—means the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

A hard copy of the current Standard Specs may be purchased using the **Attachment B (ATT B) Standard Specifications Order Form**. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Technical Support Division
1334 Smith Street
Charleston, WV 25301

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

- 3.2 Documentation to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor’s License, if applicable.
- Contract Manager Page
- Attachments included in the solicitation package (ATT A, ATT B, etc.)

REQUEST FOR QUOTATION
Vegetation Management Products

- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

- 3.3 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

Contract Items furnished under this contract shall conform to the physical and chemical properties set forth in the EPA registration of the product provided to the WVDOT by the Vendor.

- 3.3.1 Herbicide Products, Contract Items 1 through 26:** Vendor may bid the Product Trade Name, as requested on Attachment A (ATT A), Pricing Pages, Section I – HERBICIDE PRODUCTS, or the Vendor may bid an “equal to” item.

Herbicide product containers, once emptied, shall be disposed of in the manner specified on the product's label. Refillable containers 15 gallons in size or larger shall be returned to the vendor at the vendors expense for reuse, unless reuse is contraindicated by the product label or the EPA Pesticide Container Regulations at www.epa.gov/pesticide-worker-safety/pesticide-containers.

- 3.3.2 Adjuvant Products, Contract Items 27 through 37:** Vendor may bid the Product Trade Name, where applicable, as is requested on Attachment A (ATT A), Pricing Pages, Section II – ADJUVANT PRODUCTS, or the Vendor may bid an “equal to” item.

- 3.3.3 Miscellaneous Products, Contract Items 38 through 43:** Vendor may bid the Product Trade Name, where applicable, as is requested on Attachment A (ATT A), Pricing Pages, Section III – MISCELLANEOUS PRODUCTS, or the Vendor may bid an “equal to” item.

- 3.3.4 Product Trade Name and “Equal To” Items:** Vendor may bid any or all of the products listed on the Pricing Pages. Vendors may bid Product Trade Name requested or bid an “equal to” item.

It is the expectation that all ‘equal to’ products will be similar in scope, application, concentration, handling, safety and quality to the Product Trade

REQUEST FOR QUOTATION
Vegetation Management Products

Name listed in the Item Description of the **Herbicide Information Form, Attachment B (ATT B)**, but not necessarily chemically identical to the Product Trade Name. The WVDOH will make the final determination of equivalency. Vendor should be available to provide any additional documentation requested by the WVDOH during the evaluation and equivalency process.

3.3.5 Mandatory Registration Information: The Vendor shall provide the Product Trade Name for each item they are bidding and must provide the EPA Registration Number and the WVDA Registration Number (aka Brand ID) for each herbicide Contract Item bid. Vendor must provide this information for every herbicide item bid, whether the Vendor is providing the requested Product Name or an "equal to" product. The WVDOH will not assume the Product Name and/or the EPA Registration Number and/or the WVDA Registration Number for any item bid by any Vendor. **Failure to provide the Equal to Product Name, if applicable, the EPA Registration Number for every herbicide bid, and WVDA Registration Number for every herbicide bid will result in the disqualification of the corresponding Contract Items bid.**

3.3.6 Mandatory Product Labels: Vendor shall provide the product label for every herbicide and adjuvant product with their bid submission, regardless of whether the item is the requested Product Trade Name specified on the Pricing Pages, Attachment A (ATT A), or an "equal to" product. **Failure to provide product labels with the bid submission will result in the disqualification of the affected Contract Items bid.**

Vendor shall provide the product label and/or product specifications for every Miscellaneous Product Contract Item bid in Part III of the Pricing Pages, Attachment A (ATT A), regardless of whether the product is the brand name requested or an "equal to" product. **Failure to provide product label and/or product specifications with the bid submission for Miscellaneous Products will result in the disqualification of the affected Contract Items bid.**

3.3.7 Restricted and Non-Restricted Herbicides: Herbicide products which have been declared RESTRICTED in their use by the EPA must be applied under the supervision of a licensed Herbicide applicator. The WVDOH reserves the right to disallow the use of RESTRICTED Herbicides when non-restricted Herbicides are available to achieve the same objective.

3.3.8 WVDA Category 12 Certification: The Vendor must have a valid Category 12 Pesticide Storage and Distribution certification in West

REQUEST FOR QUOTATION
Vegetation Management Products

Virginia. Failure to provide a copy of their Category 12 certification prior to award will result in the disqualification of the vendor's entire bid.

- 3.3.9 Certified Representative Requirements:** Vendor must have a representative, available for training and technical support who holds a valid WVDA Category 7 Right-of-Way/Industrial Weed Control certification or a WVDA Category 11 Demonstration and Research certification. The Vendor's Certified Representative shall provide technical support or additional training upon the Agency's request at no additional expense.

Failure to provide proof of Vendor's Certified Representative's Category 7 or 11 certification prior to award will result in the disqualification of the vendor's entire bid.

Vendors may visit the WV Department of Agriculture's website at <http://wvplants.wvda.us/index.aspx> or call 304-558-2209 for additional information.

4. SAFETY

Pandemic-Response Safety Protocols: In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a multiple vendor award contract. Qualifying Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract, for which they are the lowest bidding vendor per line item. WVDOH will determine the amount of the product needed and will place an order with the vendor holding the lowest bid for the distribution size needed per product.
- 5.2 Pricing Pages, Attachment A (ATT A):** Vendor should complete the Pricing Pages by providing the bid price for the Product Trade Name listed or equal to product. Instructions are provided at the top of page one of the Pricing Pages providing instructions for each part therein: Part I, II, and III. The EPA

REQUEST FOR QUOTATION
Vegetation Management Products

registration number and WVDA registration number (Brand ID) are required to be provided on the pricing pages for all herbicides bid. Bids shall be calculated per the unit of measure indicated for the Contract Item, when distributed in the case/pallet/container size requested within the Description column. Delivery and expenses related to the return of refillable containers should be factored into vendors bid price. Vendor shall complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

- 5.2.1** The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.
- 5.2.2** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.
- 5.2.3** Changing the Units of Measures on the **Pricing Pages, Attachment A (ATT A)** shall result in the disqualification of Contract Item bid on the altered line.

Submitting Pricing Pages except those provided with this solicitation, as described in Section 5.2, shall result in the disqualification of all Contract Items bid on the erroneous Pricing Pages.

- 5.3 Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or the Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from

REQUEST FOR QUOTATION
Vegetation Management Products

one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

5.4 Cooperative Contracting: The purchase prices on all Contract Items on this contract, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

5.5 Price Adjustments: In the event of a significant price increase of component materials, utilized to perform or under this Contract, that is not the fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.

5.5.1 A change in price is considered significant if the price of the component material or rental equipment increases by 20% or more from the original bid amount.

5.5.2 Any request for a price increase under this clause must be supported by price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.

5.5.3 The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.

5.5.4 Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

5.5.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.

5.5.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.

5.5.7 Vendor documentation for price adjustments shall be submitted to DOHOperationsProcurement@wv.gov for initial review.

5.5.8 Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as

**REQUEST FOR QUOTATION
Vegetation Management Products**

to form by the Attorney General's Office, in order to be effective.
Adjusted pricing will not take effect until the effective date of such
Change Order and cannot be retroactive.

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it must include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 6.2 Delivery Order:** The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.
- 6.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 7.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery

REQUEST FOR QUOTATION
Vegetation Management Products

Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

- 7.2 Delivery Time:** Vendor shall deliver standard orders within twenty (20) working days after orders are received. Vendor shall deliver emergency orders within an agreed upon alternative timeframe by the WVDOH and Vendor after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to ship goods nor is the WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.**

- 7.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or WV-39 Blanket Release Order. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

REQUEST FOR QUOTATION
Vegetation Management Products

- 7.5 Return of Unacceptable Items:** The decision of the WVDOT District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Vegetation Management Products

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Todd Hagenbuch

Telephone Number: 570-401-7098

Fax Number: 717-918-5513

Email Address: thagenbuch@arborchem.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Agricultural

Proc Folder: 1026951

Doc Description: ADDENDUM NO_1 Vegetation Management Products - Statewide

Reason for Modification:

ADDENDUM NO_1
Vendor Question and Response

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-07-11	2022-07-19 13:30	CRFQ 0803 DOT2200000184	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Vegetation Management Products, to include herbicides, adjuvants, and miscellaneous related products for use of vegetation management at various WVDOH locations and rights-of-ways statewide. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Accord XRT II or equal, Case 2X2.5gal	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name Accord XRT II or equal, Case 2X2.5gal

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Accord XRT II or equal, Pallet of 72x2.5gal	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name Accord XRT II or equal, Pallet of 72x2.5gal

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Accord XRT II or equal, 30 Gal. container sold individual	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name Accord XRT II or equal, 30 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Accord XRT II or equal, 250 Gal. container sold individ.	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name Accord XRT II or equal, 250 Gallon container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Arsenal Powerline or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Arsenal Powerline or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Arsenal Powerline or equal 15 Gal. container, sold individua	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Arsenal Powerline or equal 15 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Arsenal Powerline or equal Pallet of 72 X 2.5 Gal. container	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Arsenal Powerline or equal Pallet of 72 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Arsenal Powerline or equal Pallet of 9 X 15 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Arsenal Powerline or equal Pallet of 9 X 15 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Diuron 4L or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Diuron 4L or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Diuron 4L or equal 30 Gal. container, sold individually	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Diuron 4L or equal 30 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Escort XP Herbicide or equal Case of 8 X 8 Oz. containers	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Escort XP Herbicide or equal Case of 8 X 8 Oz. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Escort XP Herbicide or equal Case of 8 X 16 Oz. containers	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Escort XP Herbicide or equal Case of 8 X 16 Oz. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	EsplAnade 200 SC or equal Case of 4 X 16 Qt. containers	0.00000	QT		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: EsplAnade 200 SC or equal Case of 4 X 16 Qt. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	EsplAnade 200 SC or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: EsplAnade 200 SC or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	EsplAnade EZ or equal Case of 4 X 16 Qt. containers	0.00000	QT		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: EsplAnade EZ or equal Case of 4 X 16 Qt. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	EsplAnade EZ or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: EsplAnade EZ or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Freelexx or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Freelexx or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Freelexx or equal Pallet of 72 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Freelexx or equal Pallet of 72 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Garlon 3A or equal Case of 2 x 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Garlon 3A or equal Case of 2 x 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Garlon 3A or equal 30 Gal. container, sold individually	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Garlon 3A or equal 30 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Garlon 4 Ultra or equal Case of 2 x 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Garlon 4 Ultra or equal Case of 2 x 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Garlon 4 Ultra or equal 15 Gal. container, sold individually	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Garlon 4 Ultra or equal 15 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Garlon 4 Ultra or equal 30 Gal. container, sold individually	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Garlon 4 Ultra or equal 30 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Garlon 4 Ultra or equal Pallet of 10 X 15 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Garlon 4 Ultra or equal Pallet of 10 X 15 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Krenite S or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Krenite S or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Krenite S or equal Pallet of 72 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Krenite S or equal Pallet of 72 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Krovar I DF or equal Case of 48 X 6 Lb. containers	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Krovar I DF or equal Case of 48 X 6 Lb. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Method 240SL or equal Case of 2 x 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Method 240SL or equal Case of 2 x 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Milestone or equal Case of 12 X 1 Qt. containers	0.00000	QT		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Milestone or equal Case of 12 X 1 Qt. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Milestone or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Milestone or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Oust XP or equal 3 Lb. container, sold individually	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Oust XP or equal 3 Lb. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Oust XP or equal Case of 8 X 3 Lb. containers	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Oust XP or equal Case of 8 X 3 Lb. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Oust Extra or equal 4 Lb container, sold individually	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Oust Extra or equal 4 Lb container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Oust Extra or equal 12 Lb. container, sold individually	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Oust Extra or equal 12 Lb. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Oust Extra or equal Case of 8 x 4 Lb. containers	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Oust Extra or equal Case of 8 x 4 Lb. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Outrider or equal 20 Oz. container, sold individually	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Outrider or equal 20 Oz. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Outrider or equal Case of 10 X 20 Oz. containers	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Outrider or equal Case of 10 X 20 Oz. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Pathfinder II or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Pathfinder II or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	PENDulum AquaCap or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: PENDulum AquaCap or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	PENDulum AquaCap or equal 15 Gal. container, sold individual	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: PENDulum AquaCap or equal Case of 15 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Plateau or equal Case of 2 X 1 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Plateau or equal Case of 2 X 1 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	Polaris SP or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Polaris SP or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Polaris SP or equal Pallet of 72 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Polaris SP or equal Pallet of 72 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	Rodeo or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Rodeo or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	Rodeo or equal Pallet of 72 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Rodeo or equal Pallet of 72 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	Rodeo or equal 30 Gal. container, sold individually	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Rodeo or equal 30 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	Roundup Pro Concentrate or equal Case of 2 X 2.5 Gal. contain	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Roundup Pro Concentrate or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
48	Roundup Pro Concentrate or equal Pallet of 72 X 2.5 Gal. con	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Roundup Pro Concentrate or equal Pallet of 72 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
49	Roundup Pro Concentrate or equal Pallet of 9 X 15 Gal. conta	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Roundup Pro Concentrate or equal Pallet of 9 X 15 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
50	Roundup Pro Concentrate or equal 30 Gal. container, sold ind	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Roundup Pro Concentrate or equal 30 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
51	Roundup Pro Concentrate or equal 265 Gal. container sold ind	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Roundup Pro Concentrate or equal 265 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
52	Telar XP or equal Case of 8 X 8 Oz. containers	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Telar XP or equal Case of 8 X 8 Oz. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
53	Telar XP or equal Case of 8 X 16 Oz. containers	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Telar XP or equal Case of 8 X 16 Oz. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
54	Vanquish or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Vanquish or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
55	Vanquish or equal Pallet of 9 X 15 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Vanquish or equal Pallet of 9 X 15 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
56	Vastlan or equal Case of 12 X 1 Qt. containers	0.00000	QT		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Vastlan or equal Case of 12 X 1 Qt. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
57	Vastlan or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Vastlan or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
58	Vastlan or equal Pallet of 72 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Vastlan or equal Pallet of 72 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
59	Vastlan or equal Pallet of 9 x 15 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Vastlan or equal Pallet of 9 x 15 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
60	Vastlan or equal 30 Gal. container, sold individually	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Vastlan or equal 30 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
61	Velpar L Liquid Herbicide or equal Case of 2 X 2.5 Gal. cont	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Velpar L Liquid Herbicide or equal Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
62	Velpar L Liquid Herbicide or equal 15 Gal. cont. sold indiv.	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:

Product Trade Name: Velpar L Liquid Herbicide or equal 15 Gal. container, sold individually

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
63	Aquachem 90 or equal Non-ionic Surfactant Case of 2 X 2.5 GL	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Aquachem 90 or equal Non-ionic Surfactant Case of 2 X 2.5 Gal

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
64	Basal Oil or Bark Oil, or equal Diluent with Emulsifiers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Basal Oil or Bark Oil, or equal Diluent with Emulsifiers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
65	Bullseye or equal Blue Spray Case of 2 X 2.5 Gal. cont.	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Bullseye or equal Water Soluble Blue Liquid Spray Pattern Indicator Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
66	41 A(C) Drift Retardant or equal Case of 12 X 32 Oz. contain	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
12160000			

Extended Description:

Product Trade Name: 41 A(C) Drift Retardant or equal Granular/Flake Drift Control Agent Case of 12 X 32 Oz. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
67	Liberate or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Liberate or equal Non-Ionic, Low Foam Penetrating Surfactant with Lecithin, Drift Control Agent Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
68	MSO Concentrate or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: MSO Concentrate or equal Concentrate Spray Adjuvant with Lecitech(R), Methylated Seed Oil Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
69	Nu-Film-IR or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Nu-Film-IR or equal Non-Ionic Sticker Spreader Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
70	Reign LC or equal Case of 12 X 1 Qt. Containers	0.00000	QT		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Reign LC or equal Liquid Drift Control Agent Case of 12 X 1 Qt. Containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
71	Spreader 90 or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Spreader 90 or equal Aquatic Surfactant Case of 2 X 2.5 Gal. containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
72	Thinvert RTU or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Thinvert RTU or equal Case of 2 X 2.5 Gal. containers Ready-to-Use Formula Containing Paraffinic Oil Emulsifiers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
73	Thinvert RTU or equal 15 Gal. Container, sold individually	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Thinvert RTU or equal 15 Gal. Container, sold individually Ready-to-Use Formula Containing Paraffinic Oil Emulsifiers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
74	Unfoamer or equal Case of 12 X 1 Qt. Containers	0.00000	QT		

Comm Code	Manufacturer	Specification	Model #
12161913			

Extended Description:

Product Trade Name: Unfoamer or equal Miscible-Dispersible Liquid Defoamer (10% Active Ingredient) Case of 12 X 1 Qt. Containers

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
75	Birchmeier or equal 5-gallon Backpack Sprayer	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101801			

Extended Description:

Product Trade Name: Birchmeier or equal 5-gallon Backpack Sprayer

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
76	Birchmeier or equal Gasket Set for Sprayer Pump	0.00000	SET		

Comm Code	Manufacturer	Specification	Model #
21101801			

Extended Description:

Product Trade Name: Birchmeier or equal Gasket Set for Sprayer Pump

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
77	Birchmeier or equal Valve and Wand Repair Kit	0.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
21101801			

Extended Description:

Product Trade Name: Birchmeier or equal Valve and Wand Repair Kit

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
78	Birchmeier BCS or equal Closed System Backpack Sprayer	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101801			

Extended Description:

Product Trade Name: Birchmeier BCS or equal Closed System Backpack Sprayer

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
79	Birchmeier BCS or equal Gasket Set for Sprayer Pump	0.00000	SET		

Comm Code	Manufacturer	Specification	Model #
21101801			

Extended Description:

Product Trade Name: Birchmeier BCS or equal Gasket Set for Sprayer Pump

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
80	Birchmeier BCS or equal Valve and Wand Repair Kit	0.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
21101801			

Extended Description:

Product Trade Name: Birchmeier BCS or equal Valve and Wand Repair Kit

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
81	Easy Rinse or equal Pressure Rinser	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101801			

Extended Description:

Product Trade Name: Easy Rinse or equal Pressure Rinser

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
82	32 oz. Eye Wash Bottle	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46181810			

Extended Description:

32 oz. Eye Wash Bottle

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
83	Launch or equal Case of 2 X 2.5 Gal. containers	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
10171600			

Extended Description:

Product Trade Name: Launch or equal Biostimulant; Plant nutrient supplement for the establishment and maintenance of turf and ornamentals. Case of 2 X 2.5 Gal. containers.

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO				SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
84	Tolco or equal 2-Quart Handheld Pressure Sprayer	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
27112903			

Extended Description:

Product Trade Name: Tolco or equal 2-Quart Handheld Pressure Sprayer

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2022-07-08

SOLICITATION NUMBER: CRFQ DOT22000000184

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000184 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 07/19/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Solicitation Number CRFQ DOT22*184

Addendum #1 -Responses to Questions from Vendors

Question 1

WVDA Brand ID? is has never been asked for before with this herbicide bid, matter of fact, I have never heard of it. EPA Registration stands for product ID in every other state across the county. When did West Virginia Dept of AG come up with a Brand ID for pesticide products? I was just on their website, and I don't anything related to it.

Answer 1

While WVDOH has not requested this information on past solicitations, we have been informed by the West Virginia Department of Agriculture (WVDA) that pesticides and herbicides used in West Virginia not only need to be registered with the Environmental Protection Agency (EPA), but they also need to be registered with the WVDA.

To locate the WVDA Registration Number (known as the Brand ID on the WVDA website), Vendors may contact WVDA Pesticide Product Registration by calling 304-558-2209 and/or they may look up this information on the WVDA Pesticide Registration website at by following the steps below:

Step 1: Go to <https://wvplants.wvda.us/Index.aspx>.

Step 2: Click on "Product Registration" on the left side of the website.

Step 3: Enter Search Criteria in the field.

Note: You can search by **EPA Number**, also required on Attachment B Herbicide Information Form. This is an easy search field to use.

Step 4: In the Search Results, in the lower portion of the screen, click on the Brand Name listed with an underline to open the Pesticide Registrant Brand Information screen.

Step 5: Within the Pesticide Registrant Brand Information screen, verify that he products "Program Status" is **Active**

Step 6: Record the "Brand ID" (aka WVDA registration number) on Attachment B Herbicide Information Form, in the column labelled WVDA Reg# (Brand ID).

EXAMPLE

The screenshots below are provided for further guidance. If further assistance navigating the website is needed, please contact the WVDA Pesticide Product Registration for assistance by calling 304-558-2209.

The screenshot displays the West Virginia Department of Agriculture website. On the left is a navigation menu with links: WVPlants Home Page, WVDA READ, Product Registration, Pesticide Programs, Pesticide Exam Forms, and Logon / Register. The main content area is titled 'Brand Search' and includes 'Search Instructions' which state that users can search by exact text or using an asterisk wildcard for partial matches. Examples provided are: Company Name: ABC Company (exact match), Company Name: ABC* (match all entries starting with 'ABC'), and Brand Name: *cide (match all entries ending with 'cide'). Below the instructions is a 'Search Criteria' form with fields for Program, Plants ID, Company Name, Brand Name, Brand ID, Brand Line, Dual Brand, EPA Registration Number (241-431), Registration Fiscal Year (2022), Manufacturer ID, Issue Date (Start/End), Original Effective Date (Start/End), 25-E, EUP, SLN, Section 16, and Show Label Links. At the bottom of the form are Search, Clear, and Back buttons. Below the form is a 'Search Results' section showing a table with one record: BASF Corporation, Pesticide Registrant, and Brand Name. Below the table, it states '1 record(s) found.'

West Virginia Department of
Agriculture

Brand Search

Search Instructions

For all of the text search fields below, you can search by either:

- exact text,
- or using the * (asterisk) wildcard to do a partial name match.

Examples:

- **Company Name:** ABC Company (exact match)
- **Company Name:** ABC* (match all entries starting with "ABC")
- **Brand Name:** *cide (match all entries ending with "cide")

Search Criteria

Program:

Plants ID:

Company Name:

Brand Name:

Brand ID:

Brand Line:

Dual Brand:

☐ EPA Registration Number:

Registration Fiscal Year:

Manufacturer ID:

Issue Date: Start: End:

Original Effective Date: Start: End:

25-E:

EUP:

SLN:

Section 16:

Show Label Links: ☐

Search Results

Company Name	Program Type	Brand Name
BASF Corporation	Pesticide Registrant	Arrest Downy Mildew

1 record(s) found.



West Virginia Department of Agriculture

- WVPlants Home Page
- WVDA READ
- Product Registration
- Pesticide Programs
- Pesticide Exam Forms
- Logon / Register

Pesticide Registrant Brand Information

Company Details

000N3B | BASF Corporation | P.O. Box 13528, Research Triangle Park, NC 27709-3528 | P1: 919-547-2057

Program Status:

Active

Brand Details

Brand Name: Arsenal Powerline

Brand ID: 0271-0159
Type: Pesticide Registrant
Issue Date: 11/01/2021
Original Effective Date: 01/01/2001

Registration Fiscal Year: 2022
Status: Active
Dual Brand: No

Fee Exempt: No
Special Local Needs: No
Experimental Use Permit: No
Section 18: No
25(b): No
EPA Number: 241-431
Class:
Toxicity:

Brand Purpose: Not Available
Additional Information: Not Available

Files

Start Date Range: End Date Range: [Get Results](#)

Download 0 selected file(s)

Label SDS

Label:

File Type	Date	Name	Description	Added By	Download
-----------	------	------	-------------	----------	----------

0 record(s) found.

[Back](#)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT200000184

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Asplundh Tree Expert LLC dba Arborchance Products

Company

Todd Hay

Authorized Signature

7-14-22

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Vegetation Management Products
Pricing Pages, Attachment A (ATT A)

Vendor: Asplundh Tree Expert LLC DBA Arborchem Products

Vendor Instructions: Please read the instructions below for Part I, II, and III carefully, and provide all required information with the bid submission. Vendor shall complete Parts I, II and III below in their entirety, as failure to do so will result in the disqualification of the Vendor's Contract Items bid. This is a multiple vendor award contract. Vendors may bid any or all contract items. A contract will be awarded to the low bid Vendor, per contract item bid, meeting all contract specification requirements.

Part I: HERBICIDES - Vendor shall bid either the Product Trade name product listed, or an "equal to" product (reference Section 3.3.4.) "Equal to" products must be listed by brand name in the "Equal To Product Bid." All herbicide products bid, regardless of whether the product bid is the Product Trade Name requested or an "equal to" product, MUST have the EPA registration number and the WVDA registration number (aka Brand ID) for every herbicide product bid. Failure to list the EPA registration number and WVDA # will result in the bid being disqualified for the corresponding Contract Item. Bids shall be calculated per the unit of measure indicated for the Contract Item, when distributed in the case/pallet/container size requested within the Description column. Vendor must supply the product label for EVERY Herbicide Contract Item, regardless of whether the product bid is the Product Trade name requested or an "equal to" product, WITH their bid submission. Failure to provide product labels for Contract Items bid in Part I: Herbicide Products with the bid submission will result in the bid being disqualified for the corresponding Contract Item for which the product label was omitted.

Part II: ADJUVANTS - Vendor shall bid either the Product Trade name product listed, or an "equal to" product (reference Section 3.3.4.) Bids shall be calculated per the unit of measure indicated for the Contract Item, when distributed in the case/pallet/container size requested within the Description column. Vendor must supply the product label for EVERY Adjuvant Contract Item, regardless of whether the product bid is the Product Trade name requested or an "equal to" product, WITH their bid submission. Failure to provide product labels for Contract Items bid in Part II: Adjuvant Products with the bid submission will result in the bid being disqualified for the corresponding Contract Item for which the product label was omitted.

Part III: MISCELLANEOUS PRODUCTS - Vendor shall bid either the Product Trade name product listed, or an "equal to" product (reference Section 3.3.4.) Bids should be calculated per the unit of measure indicated for the Contract Item. Vendor must supply the product label and/or the product specifications for EVERY Miscellaneous products bid, for product evaluation. Failure to provide product labels and/or product specifications for Contract Items bid in Part III: Miscellaneous Products with the bid submission will result in the bid being disqualified for the corresponding Contract Item for which the product label and/or product specifications was omitted.

Part I: HERBICIDE PRODUCTS

Contract Item #	Description	Equal To Product Bid (if applicable)	EPA Reg#	WVDA # (Brand ID)	Unit of Measure	Cost Per Unit of Measure
1-A	Product Trade Name: Accord® XRT II or equal A non-selective broad spectrum systemic herbicide for control of annual and perennial weeds and woody plants. Group 9. Active ingredient is 50.2% glyphosate; N-(phosphonomethyl)glycine, dimethylamine salt. Contains 5.07 lb per gallon glyphosate, dimethylamine salt (4 lb per gallon glyphosate acid).					
	Case of 2 X 2.5 Gal. containers				Gal.	No Bid
	Pallet of 72 x 2.5 Gal. containers				Gal.	No Bid
	30 Gal. container, sold individually				Gal.	No Bid
	250 Gal. container, sold individually				Gal.	No Bid
	Product Trade Name: Arsenal® Powerline™ or equal					

Vegetation Management Products
Pricing Pages, Attachment A (ATT A)

	Water-soluble formulation applied as a spray for control of most annual and perennial grasses, broad-leaf and woody plants. Group 2. Active Ingredient: Isopropylamine Salt of Imazapyr 26.7%. Equivalent to 21.8% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.	241-431	0271.0159		
2-A	Case of 2 X 2.5 Gal. containers			Gal.	\$90.25
2-B	15 Gal. container, sold individually			Gal.	No Bid
2-C	Pallet of 72 X 2.5 Gal. containers			Gal.	\$89.50
2-D	Pallet of 9 X 15 Gal. containers			Gal.	No Bid
	Product Trade Name: Diuron 4L or equal A non-selective residual herbicide for the control of a wide range of grasses, broadleaf weeds in land not intended to bear vegetation. Group 7. Active Ingredients: Diuron 40.7%. Contains 4.0 Pounds of Diuron per gallon.				
3-A	Case of 2 X 2.5 Gal. containers			Gal.	No Bid
3-B	30 Gal. container, sold individually			Gal.	No Bid
	Product Trade Name: Escort XP Herbicide® or equal A dispersible granule, post-emergent herbicide that mixes in water for spray application and controls many annual and perennial weeds and woody plants. Group 2. Active Ingredient: Metsulfuron methyl 60% by weight.	432-1549	9278		
4-A	Case of 8 X 8 Oz. containers			Oz.	No Bid
4-B	Case of 8 X 16 Oz. containers			Oz.	\$3.75
4-C	64 Oz. container, sold individually			Oz.	No Bid
	Product Trade Name: Esplanade® 200 SC or equal A preemergent herbicide for the control of annual grasses and broadleaf weeds. Group 29. Active Ingredient: Indaziflam 19.05%. Contains 1.67 pounds of indaziflam per gallon.	432-1516	1726.0139		
5-A	Case of 4 X 16 Qt. containers			Qt.	\$348.80
5-B	Case of 2 X 2.5 Gal. containers			Gal.	\$1,267.20
	Product Trade Name: Esplanade® EZ or equal A pre-mixed non-selective control of emerged and pre-emerged grasses and broadleaf weeds. Group 29, 22, and 9. Active Ingredients: Indaziflam 0.089% + Diquat 0.890% + Glyphosate 20.460%, by weight.				
6-A	Case of 4 X 16 Qt. containers			Qt.	No Bid
6-B	Case of 2 X 2.5 Gal. containers			Gal.	No Bid
	Product Trade Name: Freelexx™ or equal Selective control of many broadleaf weeds and turfgrass and certain aquatic applications. Group 4. Active Ingredients: 2,4-D Choline 19.6%. 2,4-dichlorophenoxyacetic acid - 38.4% - 3.8 Lb./Gal.	62719-634	10273		
7-A	Case of 2 X 2.5 Gal. containers			Gal.	\$29.50
7-B	Pallet of 72 X 2.5 Gal. containers			Gal.	\$29.50
	Product Trade Name: Garlon® 3A or equal Liquid amine formulation for foliar and basal bark applications and is effective on actively growing brush by penetrating the bark and entering the cambium layer. Group 4. Active Ingredients: Triclopyr 44.4%. Acid equivalent: triclopyr - 31.8% - 3 l.b./Gal.	62719-37	1002.0013		
8-A	Case of 2 x 2.5 Gal. containers			Gal.	\$67.75
8-B	Pallet of 10 X 15 Gal. containers			Gal.	No Bid
8-C	30 Gal. container, sold individually			Gal.	No Bid
	Product Trade Name: Garlon® 4 Ultra or equal				

Vegetation Management Products

Pricing Pages, Attachment A (ATT A)

9-A	Liquid ester formulation for foliar and basal bark applications and is effective on actively growing brush by penetrating the bark and entering the cambium layer. Group 4. Active Ingredients: Triclopyr Butoxyethyl ester 61.6%. Acid equivalent: triclopyr - 43.46% - 4 Lb/Gal.	62719-527	1580.0020		
	Case of 2 x 2.5 Gal. containers			Gal.	\$82.50
	9-B 15 Gal. container, sold individually			Gal.	No Bid
	9-C 30 Gal. container, sold individually			Gal.	No Bid
	9-D Pallet of 10 X 15 Gal. containers			Gal.	\$84.50
10-A	Product Trade Name: Krenite® S or equal	42750-247	5988		
	Herbicide brush control agent is a water-soluble liquid to be diluted with water and applied as a foliar spray for control and/or suppression of many woody species. Group 27. Active Ingredient: Ammonium salt of fosamine 41.5%. Contains 4 pounds of Active Ingredient per gallon.				
	Case of 2 X 2.5 Gal. containers			Gal.	\$112.50
	10-B Case of 6 x 2.5 Gal. containers			Gal.	Arb
10-C	Pallet of 72 X 2.5 Gal. containers			Gal.	\$112.50
11	Product Trade Name: Krovar® I DF or equal				
	A dispersible granule to be mixed in water and applied as a spray for selective control of weeds. Group 5, 7. Active Ingredients: Bromacil 40.0% + Dinron 40.0% by weight.				
	Case of 48 X 6 Lb. containers			Lb.	No Bid
12	Product Trade Name: Method® 240SL or equal	432-1565	9234		
	A soluble liquid that is mixed in water and may be applied by aerial or ground equipment for control of broadleaf weeds and woody species. Group 4. Active Ingredients: Potassium salt of aminocyclopyrachlor 25.0%. Acid Equivalent: 6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid - 2 pounds acid per gallon or 21.2%.				
	Case of 2 x 2.5 Gal. containers			Gal.	\$322.56

Vegetation Management Products
Pricing Pages, Attachment A (ATT A)

13-A	Product Trade Name: Milestone® or equal A liquid herbicide for use on rangeland and pastures to control noxious and invasive broadleaf species and other problem weeds. Group 4. Active Ingredients: Aminopyralid 40.6%. Acid Equivalent: aminopyralid (2-pyridine carboxylic acid, 4-amino-3,6-dichloro-) - 21.1% - 2.1 lb./Gal.	62719-519	1508.0009	Qt.	\$76.25
	Case of 12 X 1 Qt. containers			Gal.	\$305.00
13-B	Case of 2 X 2.5 Gal. containers				
14-A	Product Trade Name: Oust® XP or equal A broad-spectrum herbicide that cost-effectively controls tough annual and perennial grasses and broadleaf weeds. Dispersible granules. Group 2. Sulfometuron Methyl 75.0% by weight.	432-1552	9360	Lb.	\$31.50
	3 Lb. container, sold individually			Lb.	\$31.50
14-B	Case of 8 X 3 Lb. containers				
15-A	Product Trade Name: Oust® Extra or equal Controls many annual and perennial grasses and broad-leaf weeds. Group 2. Active Ingredients: Sulfometuron Methyl 56.25%, Metsulfuron Methyl 15% by weight.	432-1557	9437	Lb.	\$31.50
	4 Lb. container, sold individually			Lb.	No Bid
15-B	12 Lb. container, sold individually			Lb.	\$31.50
15-C	Case of 8 x 4 Lb. containers				
16-A	Product Trade Name: Outrider® or equal A selective herbicide for the control of certain annual and perennial grasses and broadleaf weeds. Water soluble dry granule. Active Ingredient: Sulfosulfuron 75.0%.	59639-223	10866	Oz.	\$16.25
	20 Oz. container, sold individually			Oz.	\$16.00
16-B	Case of 10 X 20 Oz. containers				
17	Product Trade Name: Pathfinder® II or equal No mixing. For the control of woody plants, basal bark and cut-stump treatments. Group 4. Active Ingredients: Triclopyr Butoxyethyl ester 13.6%. Acid Equivalent: triclopyr - 9.81% - 0.75 Lb./Gal.	62719-176	1002.0155	Gal.	\$58.50
	Case of 2 X 2.5 Gal. containers				
18-A	Product Trade Name: PENDulum® AquaCap™ or equal Water-based herbicide that provides preemergence control of weeds in turfgrass, landscape, noncropland areas and ornamental production. Pendulum will not control established weeds, rather it stops susceptible weeds from germinating and growing, eventually causing them to die before they ever emerge from the soil. Group 3. Active Ingredient: Pendimethalin 38.7%. 1 Gal contains 3.8 Lbs. of microencapsulated pendimethalin in aqueous carrier.			Gal.	No Bid
	Case of 2 X 2.5 Gal. containers			Gal.	No Bid
18-B	15 Gal. container, sold individually				
19	Product Trade Name: Plateau® or equal For weed control, native grass establishment and turf growth suppression. Group 2. Active Ingredients: 23.6% Ammonium salt of imazapic. Contains 2 lbs. of Imidazolinone per gallon.			Gal.	No Bid
	Case of 2 X 1 Gal. containers				
	Product Trade Name: Polaris® SP or equal				

Vegetation Management Products
Pricing Pages, Attachment A (ATT A)

20-A	Multi-Purpose Non-Selective liquid post-emergent herbicide for the management of grasses and broadleaf weeds, undesirable emergent and floating aquatic vegetation, and many brush and vine species in a variety of settings. Group 2. Active Ingredients: Imazapyr 27.7%. Equivalent to 22.6% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.	Polaris	228-534	1009.0119		
	Case of 2 X 2.5 Gal. containers				Gal.	\$78.75
	20-B Pallet of 72 X 2.5 Gal. containers				Gal.	\$78.75
21-A	Product Trade Name: Rodeo® or equal	Roundup Custom ATU	524-343	16324		
	Control of annual and perennial weeds and woody plants and for emerged aquatic vegetation control. Group 9. Active Ingredients: Isopropylamine Salt of Glyphosate 53.8%. Contains 5.4 Lb. per gallon glyphosate, isopropylamine salt (4 Lb. per gallon glyphosate acid).					
	Case of 2 X 2.5 Gal. containers				Gal.	\$52.75
	21-B Pallet of 72 X 2.5 Gal. containers				Gal.	\$52.75
21-C	30 Gal. container, sold individually				Gal.	No Bid

Vegetation Management Products
Pricing Pages, Attachment A (ATT A)

22-A 22-B 22-C 22-D 22-E	Product Trade Name: Roundup® Pro Concentrate or equal A postemergence herbicide for industrial, turf and ornamental weed control. It gives broad-spectrum control of many annual weeds, perennial weeds, woody brush and trees. Formulated as a water-soluble liquid containing surfactant. Group 9. Active Ingredient: Glyphosate 50.2%. Contains 600 grams per liter or 5 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 445 grams per liter or 3.7 pounds per gallon of the acid glyphosate.		524-529	16334		
	Case of 2 X 2.5 Gal. containers				Gal.	\$50.00
	Pallet of 72 X 2.5 Gal. containers				Gal.	\$49.50
	Pallet of 9 X 15 Gal. containers				Gal.	No Bid
	30 Gal. container, sold individually				Gal.	No Bid
	265 Gal. container, sold individually				Gal.	No Bid
23-A 23-B	Product Trade Name: Telar® XP or equal Foliar control and lasting residual to dramatically reduce noxious perennials and troublesome annual weeds. Group 3. Active Ingredient: Chlorsulfuron 75.0%, by weight.		432-1561	9386		
	Case of 8 X 8 Oz. containers				Oz.	\$17.85
	Case of 8 X 16 Oz. containers				Oz.	No Bid
24-A 24-B	Product Trade Name: Vanguish® or equal A liquid post-emergent herbicide for the management of more than 200 broadleaf weeds, brush, and vines. Active Ingredient: Dicamba - 56.8%. By isomer specific method, equivalent to: *3, 6-dichloro-o-anisic acid 38.5%, 4 Lbs./Gal.					
	Case of 2 X 2.5 Gal. containers				Gal.	No Bid
	Pallet of 9 X 15 Gal. containers				Gal.	No Bid
25-A 25-B 25-C 25-D 25-E	Product Trade Name: Vastlan™ or equal For the control of woody plant species and annual and perennial broadleaf weeds. Group 4. Active Ingredients: Triclopyr 54.72%. Acid equivalent: triclopyr - 39.02% - 4 Lb./Gal.		62719-687	10140		
	Case of 12 X 1 Qt. containers				Qt.	\$32.00
	Case of 2 X 2.5 Gal. containers				Gal.	\$100.00
	Pallet of 72 X 2.5 Gal. containers				Gal.	\$100.00
	Pallet of 9 x 15 Gal. containers				Gal.	No Bid
	30 Gal. container, sold individually				Gal.	No Bid
26-A 26-B	Product Trade Name: Velpar L® Liquid Herbicide or equal Soil-active herbicide controls trees, brush, weeds, and grasses by inhibiting photosynthesis. Water Dispersible Liquid. Group 5. Active Ingredient: Hexazinone 25.0%. Contains 2 pounds of active ingredient per gallon.					
	Case of 2 X 2.5 Gal. containers				Gal.	No Bid
	15 Gal. container, sold individually				Gal.	No Bid

Continued

Vegetation Management Products
Pricing Pages, Attachment A (ATT A)

Part II - ADJUVANT PRODUCTS

Contract Item #	Description	Equal To Product Bid (if applicable)	Unit of Measure	Cost Per Unit of Measure
27	Product Trade Name: Aquachem 90 or equal Non-Ionic Surfactant			
	Case of 2 X 2.5 Gal. containers		Gal.	\$15.10
28	Product Trade Name: Basal Oil or Bark Oil, or equal Diluent with Emulsifiers	Arborchem Basal Oil		
	Supplied in _____ 2.5 gal _____ containers in lots of _____ 5 gal _____		Gal.	\$12.00
29	Product Trade Name: Bullseye® or equal Water Soluble Blue Liquid Spray Pattern Indicator			
	Case of 2 X 2.5 Gal. containers		Gal.	No Bid
30	Product Trade Name: 41 A® Drift Retardant or equal Granular/Flake Drift Control Agent			
	Case of 12 X 32 Oz. containers		Oz.	\$0.42
31	Product Trade Name: Liberate® or equal Non-Ionic, Low Foam Penetrating Surfactant with Lecithin, Drift Control Agent			
	Case of 2 X 2.5 Gal. containers		Gal.	No Bid
32	Product Trade Name: MSO® Concentrate or equal Concentrate Spray Adjuvant with Lecitech®, Methylated Seed Oil			
	Case of 2 X 2.5 Gal. containers		Gal.	No Bid
33	Product Trade Name: Nu-Film®-IR or equal Non-Ionic Sticker Spreader			
	Case of 2 X 2.5 Gal. containers		Gal.	No Bid
34	Product Trade Name: Reign® LC or equal Liquid Drift Control Agent			
	Case of 12 X 1 Qt. Containers		Qt.	No Bid
35	Product Trade Name: Spreader 90 or equal Aquatic Surfactant			
	Case of 2 X 2.5 Gal. containers		Gal.	No Bid
36-A	Product Trade Name: Thinvert® RTU or equal Ready-to-Use Formula Containing Paraffinic Oil Emulsifiers			
	Case of 2 X 2.5 Gal. containers		Gal.	\$13.00
36-B	15 Gal. Container, sold individually		Gal.	\$13.00
37	Product Trade Name: Unfoamer® or equal Miscible-Dispersible Liquid Defoamer (10% Active Ingredient)			
	Case of 12 X 1 Qt. Containers		Qt.	No Bid

Vegetation Management Products
Pricing Pages, Attachment A (ATT A)

Part III - MISCELLANEOUS PRODUCTS

Contract Item #	Description	Equal Product Bid (if applicable)	Unit of Measure	Cost Per Unit of Measure
	Product Trade Name: Birchmeier or equal			
38-A	5-gallon Backpack Sprayer		Ea.	No Bid
38-B	Gasket Set for Sprayer Pump		Set	No Bid
38-C	Valve and Wand Repair Kit		Kit	No Bid
	Product Trade Name: Birchmeier HCS or equal			
39-A	Closed System Backpack Sprayer		Ea.	No Bid
39-B	Gasket Set for Sprayer Pump		Set	No Bid
39-C	Valve and Wand Repair Kit		Kit	No Bid
	Product Trade Name: Easy Rinse or equal			
40	Pressure Rinser		Ea.	No Bid
41	32 oz. Eye Wash Bottle		Ea.	No Bid
	Product Trade Name: Launch® or equal			
	Biostimulant; Plant nutrient supplement for the establishment and maintenance of turf and ornamentals.			
42	Case of 2 X 2.5 Gal. containers		Gal.	No Bid
	Product Trade Name: Tolco® or equal			
43	2-Quart Handheld Pressure Sprayer		Ea.	No Bid