



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

Request for Quotation

RFQ NUMBER
6610C017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

*709022805 800-321-5325, ext. 6550
LESCO INC John Deere Landscapes
1301 EAST 9TH STREET #1300
CLEVELAND OH 44114-1849

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

MAR 01 2010

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: **03/31/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		675-85		
<p>CONTRACT: TO FURNISH HERBICIDES</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE THE MATERIALS NECESSARY FOR HERBICIDES FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS TO BE USED IN ALL TEN (10) DISTRICTS PER THE ATTACHED SPECIFICATIONS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON FRIDAY, 03/12/10 A 10:00 AM IN PURCHASING CONFERENCE ROOM, BLDG 15. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p>						

RECEIVED

BID MAR 31 A 10:48

PURCHASING DIVISION STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Keith McGinty</i>	TELEPHONE 800-321-5325, ext. 6550	DATE 3/18/10	
TITLE Keith McGinty/Director	FEIN 36-4485550	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
 6610C017

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

*709022805 800-321-5325, ext. 6550
~~LESCO INC~~ John Deere Landscapes
 1301 EAST 9TH STREET #1300
 CLEVELAND OH 44114-1849

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: 03/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS (5:00, EST) FRIDAY, 03/05/2010.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-321-5325, ext. 6550	DATE 3/18/10
TITLE Keith McGinty / Director	FEIN 36-4485550	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
6610C017

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

VENDOR

*709022805 800-321-5325, ext. 6550
~~LESCO INC~~ John Deere Landscapes
 1301 EAST 9TH STREET #1300
 CLEVELAND OH 44114-1849

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: **03/31/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 3						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN</p>						

Prices firm for one year from date of award. Prices will only be extended beyond that point after thorough review. Vendor will acknowledge any price increases prior to agreeing to extension.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	800-321-5325, ext. 6550	3/18/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Keith McGinty - Director	36-4485550		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
6610C017

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

*709022805 800-321-5325 ext. 6550
 LESCO INC John Deere Landscapes
 1301 EAST 9TH STREET #1300
 CLEVELAND OH 44114-1849

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: 03/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	800-321-5325, ext. 6550	3/18/10
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Keith mcintyre/Director FEIN 36-448550		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFO NUMBER
6610C017

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR


*709022805 800-321-5325, ext. 6550
~~LESCO INC~~ John Deere Landscapes
 1301 EAST 9TH STREET #1300
 CLEVELAND OH 44114-1849

SHIP TO

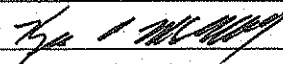
DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: **03/31/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND 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.						
 SIGNATURE ...John Deere Landscapes... COMPANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-321-5325, ext. 6550	3/18/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Keith McGinty / Director	36-4485550	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 6610C017

PAGE
 6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

*709022805 800-321-5325, ext. 6550
~~LESCO~~ INC John Deere Landscapes
 1301 EAST 9TH STREET #1300
 CLEVELAND OH 44114-1849

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: 03/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... 3/18/10 DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. <i>We will not extend our prices to other agencies.</i></p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith McIntyre</i>	TELEPHONE 800-321-5325, ext. 6550	DATE 3/18/10
TITLE Keith McIntyre / Director	FEIN 36-4485550	
ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

1. **SPECIFICATIONS**

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specification Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications shall apply to the administration of this Contract: 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20

The terms "Contractor" and "Vendor" used in the above specifications or this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000 and the current Supplemental Specifications may be obtained from:

Office of the Director of Contract Administration Division
Room A-729
West Virginia Division of Highways
State Capitol Complex, Building 5
Charleston, West Virginia 25305

Herbicide furnished under this contract shall conform to the physical and chemical properties set out in the EPA Registration of the product provided by the Vendor.

2. **BIDDING INSTRUCTIONS**

Vendors may quote on any or all of the chemical products listed herein.

It is the intent to award a Statewide Contract for each chemical product listed herein. The contract will be awarded to the lowest compliant bidder for each item. The award for each item will be based on the bid price per gallon, pound or ounce and not the lot or container amount.

The vendor shall list the trade name and EPA Registration Number, where applicable, on the Bidding Schedule for each chemical product bid. Failure to list this information may result in the disqualification of the vendor's bid on that product.

Vendors shall not qualify bids. Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause to reject bids.

The successful vendor shall furnish two product labels, for each product awarded, to the West Virginia Division of Highways. The labels shall provide pertinent information regarding product storage and handling or this information shall otherwise be provided with each shipment.

Equivalency where requested as, chemical name or equivalent, shall mean equal and not necessarily identical. Prior to award of low bid the Division of Highways may require samples for evaluation to determine equivalency when applicable. Product specifications and technical information should be submitted with bid and may also be used to determine equivalency. The final determination of equivalency will be made by the Division of Highways and award will be based upon the item providing the intended service or result and unit price.

3. **CONTRACT AWARD**

Qualified vendors who submit a valid low bid will be awarded a contract for those items for which their bid is low.

The State of West Virginia reserves the right to make multiple awards on this contract when it is in the best interest of the State to do so.

9 4. **ACCEPTANCE PLAN**

With each delivery of herbicide products to the Division, the vendor shall certify that the products so delivered do conform to the properties described in the EPA Registration.

Material failing to comply with the quality requirement will not be accepted.

5. **TESTING PROCEDURES**

Upon award of contract, the successful vendor shall supply the Division of Highways, Materials Control, Soil and Testing Division, 312 Michigan Avenue, Charleston, West Virginia 25311, the proper testing procedures to determine the presence and concentration of the Herbicide in flowing water.

6. **BID QUANTITIES**

Vendor should base quotation on estimated herbicide use as follows:

DOH-1H	3,000	gallons
DOH-2H	6,000	gallons
DOH-3H	100	pounds
DOH-4H	250	gallons
DOH-5H	150	gallons
DOH-6H	600	gallons
DOH-7H	500	gallons
DOH-8H	250	gallons
DOH-9H	2000	pounds
DOH-10H	100	gallons
DOH-11H	25	gallons
DOH-12H	50	gallons
DOH-13H	50	gallons
DOH-14H	150	pounds
DOH-15H	25	cases
DOH-16H	10	pounds
DOH-17H	100	gallons
DOH-18H	50	pounds
DOH-19H	25	gallons
DOH-20H	50	gallons
DOH-21H	300	gallons
DOH-22H	300	gallons
DOH-23H	100	gallons
DOH-24H	50	pounds
DOH-25H	100	pounds
DOH-26H	16	gallons
DOH-27H	16	gallons
DOH-28H	50	pounds
DOH-29H	400	ounces
DOH-30H	50	gallons
DOH-31H	100	gallons
DOH-32H	100	pounds
DOH-33H	100	pounds
DOH-34H	400	pounds
DOH-35H	50	pounds
DOH-36H	100	gallons
DOH-37H	100	gallons
DOH-38H	100	pounds

Vendors are cautioned that the above quantities are estimates only. Actual orders will be for the required needs of the Division of Highways.

7. DELIVERY

Materials under this contract are to be shipped prepaid F.O.B. delivery to West Virginia Division of Highways District Storerooms as follows:

District One	Charleston
District Two	Huntington
District Three	Parkersburg
District Four	Clarksburg
District Five	Burlington
District Six	Moundsville
District Seven	Weston
District Eight	Elkins
District Nine	Lewisburg
District Ten	Princeton

Materials should be shipped to the location and in the quantity specified in State Contract Purchase Orders (SCOs) within 20 days after the SCO is issued by the Division of Highways.

8. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and four copies and contain the following:

- a. Division of Highways State Contract Order (SCO) Numbers, and this Contract Number.
- b. Total quantity and unit price with the total cost of each type of material furnished.

Note: Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the State Contract Purchase Order.

9. RESTRICTED AND NON-RESTRICTED HERBICIDES

Herbicide products which have been declared RESTRICTED in their use by the Environmental Protection Agency (EPA) must be applied under the supervision of a licensed herbicide applicator. The Department reserves the right to disallow the use of RESTRICTED herbicides when non-restricted herbicides are available to achieve the same objective.

10. TRAINING AND TECHNICAL ASSISTANCE

In order to bid on and be awarded items on this contract the vendor must have a competent representative available to provide training and technical assistance as required or upon request by WVDOH personnel, including but not limited to, an annual West Virginia Division of Highways Vegetation Management Seminar and attend the mandatory prebid meeting. Each bidder should submit name and telephone number of representative with bid. The representative shall have a valid Category 7 certification in West Virginia and the company shall have a valid Category 12 certification in West Virginia. Copies of these certifications should be submitted with the bid.

Failure to comply will result in awarding that vendor's Items to the next lowest compliant bidder.

<u>NAME OF REPRESENTATIVE</u>	<u>PHONE NUMBER</u>	<u>ADDRESS</u>
-------------------------------	---------------------	----------------

1.) Rick Catalogna
 (Rcatalogna@JohnDeereGolf.com)

2.) matt marshall 614-419-6141

11. LIST OF APPROVED HERBICIDES

The Product Trade Name shown is the approved herbicide to be bid. No substitutes will be accepted.

12. ADJUVANTS, SAFETY EQUIPMENT AND MISCELLANEOUS

Unless a Product Trade Name is requested these Items will be awarded based on the lowest unit price bid for acceptable performance. Lowest unit price bid will be determined by comparing minimum label recommendations per 100 gallons of spray solution and unit price. Acceptable performance will be determined by District personnel assessment of desired results and may include, but is not limited to, field test evaluations.

13. MANDATORY PRE-BID

There will be a mandatory pre-bid meeting on March 12, 2010, at 10:00 AM.

Location:

Purchasing Division Conference Room
2019 Washington Street, East, Building 15
Charleston, WV 25305



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

Request for Quotation

RFQ NUMBER
 6610C017

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402
 MAR 26 2010

VENDOR

MATT MARSHALL
 JOHN DEERE LANDSCAPES
 1301 E 9TH STREET SUITE 1300
 CLEVELAND OH 44114

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE: 03/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				CHANGES TO THE SPECIFICATIONS		
				OMIT ITEM #11 "LIST OF APPROVED HERBICIDES" IN ITS ENTIRETY, PAGE 11.		
				NO OTHER CHANGES.		
0001	1	EA		675-85		
				CONTRACT: TO FURNISH HERBICIDES		
***** THIS IS THE END OF RFQ 6610C017 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-321-5325	DATE 3/26/10
TITLE Keith McBinty - Director	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

DOH-6H

AQUEOUS CARRIER CONTAINING:

Pendimethalin

3.8 lbs/gallon

Product Trade Name Pendulum AquaCap #069469EPA Registration Number #241-416

Supplied in 2.5 gallon container in lots of 5 gallons

- A) @ \$ 60.58 per gallon (i.e. \$ 302.90 per lot)

DOH-7H

WATER SOLUBLE CONCENTRATE CONTAINING:

Triclopyr

3 lbs/gallon

Product Trade Name Garlon 3A #097289EPA Registration Number #62719-37

Supplied in 2.5 gallon containers in lots of 5 gallons

- A) @ \$ 91.44 per gallon (i.e. \$ 457.20 per lot)

Supplied in 30 gallon containers

- B) @ \$ — per gallon (i.e. \$ — per container)

Supplied in 15 gallon continuum returnable/refillable containers in pallets of 9 containers

- C) @ \$ — per gallon (i.e. \$ — per pallet)

DOH-8H

WATER SOLUBLE CONCENTRATE CONTAINING:

Triclopyr

4 lbs/gallon

Product Trade Name Garlon 4 Ultra #097290EPA Registration Number #62719-527

Supplied in 2.5 gallon containers in lots of 5 gallons

- A) @ \$ 115.64 per gallon (i.e. \$ 578.20 per lot)

Supplied in 30 gallon containers

- B) @ \$ — per gallon (i.e. \$ — per container)

Supplied in 15 gallon continuum returnable/refillable containers in pallets of 9 containers

- C) @ \$ — per gallon (i.e. \$ — per pallet)

DOH-24H

A LIQUID CONTAINING:

Aminopyralid

40.6%

Product Trade Name Milestone VM # 097285

EPA Registration Number # 62719-537

Supplied in 1 quart containers 12 containers per lot

A) @ \$ — per quart (i.e. \$ — per lot)

Supplied in 2.5 gallon containers 5 gallons per lot

B) @ \$ 454.38 per gallon (i.e. \$ 2271.90 per lot)

DOH-25H

WATER DISPERSIBLE GRANULAR MATERIAL CONTAINING:

Prodiamine

65%

Product Trade Name Endurance No Bid

EPA Registration Number —

Supplied in 10 pound containers 50 pounds per lot

A) @ \$ — per pound (i.e. \$ — per lot)

DOH-26H

EMULSIFIABLE CONCENTRATE CONTAINING:

Quizalofop P-Ethyl

0.88 lbs/gallon

Product Trade Name Assure II No Bid

EPA Registration Number —

Supplied in 1 gallon containers in lots of 4 gallons

A) @ \$ — per gallon (i.e. \$ — per lot)

DOH-27H

EMULSIFIABLE CONCENTRATE CONTAINING:

Fluazifop-P-butyl

6.75%

Product Trade Name Ornamec No Bid

EPA Registration Number —

Supplied in 1 gallon containers in lots of 4 gallons

A) @ \$ — per gallon (i.e. \$ — per lot)

DOH-32H

WETTABLE GRANULE FORMULATION CONTAINING

Sodium salt of diflufenzopy: 2-[1-((3,5-difluorophenylamino) carbonyl) hydrazono] ethyl)-3-pyridinecarboxylic acid, sodium Sodium salt of 3,6-dichloro-p-anisic acid

21.4%
55.0%

Product Trade Name Overdrive *No Bid*

EPA Registration Number _____

Supplied in 7 1/2 lb. jugs. 30 lbs. per case

A) @ \$ _____ per lb. (i.e. \$ _____ per case)

DOH-33H

DISPERSIBLE GRANULES CONTAINING

Sulfometuron Methyl
Chlorsulfuron

56.25%
18.75%

Product Trade Name Landmark XP *# LANDMARKXP*

EPA Registration Number _____

Supplied in 4 lb. jugs in lots of 32 lbs.

A) @ \$ 50.51 per lb. (i.e. \$ 1616.32 per case)

Supplied in 64 oz jug returnable/refillable

B) @ \$ _____ per oz. (i.e. \$ _____ per jug)

DOH-34H

DISPERSIBLE GRANULES CONTAINING

Sulfometuron Methyl
Metsulfuron Methyl

56.25%
15.00%

Product Trade Name Oust Extra *No Bid*

EPA Registration Number _____

Supplied in 4 lb. jugs in lots of 32 lbs.

A) @ \$ _____ per lb. (i.e. \$ _____ per lot)

Supplied in 64 oz. returnable/refillable

B) @ \$ _____ per oz. (i.e. \$ _____ per jug)

Supplied in 12 lb. jugs

C) @ \$ _____ per lb. (i.e. \$ _____ per jug)

DOH-35H

A DRY FLOWABLE GRANULE CONTAINING:

Bromacil
Diuron

40%
40%

Product Trade Name Krovar I DF # 097287

EPA Registration Number # 352-505

Supplied in 6 lb containers in lots of 8 containers

A) @ \$ 17.03 per lb (i.e. \$ 817.44 per lot)

DOH-36H

A LIQUID CONTAINING:

Imazapic
Glyphosate

8.13%
21.94%

Product Trade Name Journey NO BID

EPA Registration Number -

Supplied in 7 1/2 lb. jugs. 30 lbs. per case

EPA Registration Number -

Supplied in 2.5 gallon containers in lots of 5 gallons

A) @ \$ - per gallon (i.e. \$ - per lot)

DOH-37H

A LIQUID CONTAINING:

Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid
Dimethylamine Salt of Dicamba (3,6-Dichloro-o-Anisic Acid)

24.58%
12.82%

Product Trade Name Veteran 720 NO BID

EPA Registration Number -

Supplied in 2.5 gallon containers in lots of 5 gallons

A) @ \$ - per gallon (i.e. \$ - per lot)

Supplied in 30 gallon drums

B) @ \$ - per gallon (i.e. \$ - per drum)

DOH-38H

DISPERSIBLE GRANULES CONTAINING

Chlorsulfuron
Sulfometuron Methyl
Sulfentrazone

9%
18%
48%

Product Trade Name Throttle XP NO BID

EPA Registration Number -

Supplied in 3.9 lb. containers, 8 containers per case

A) @ \$ - per lb (i.e. \$ - per case)

ADJUVANTS

DOH-1A

A WATER SOLUBLE BLUE LIQUID SPRAY PATTERN INDICATOR

Product Trade Name Bullseye NO BID

Supplied in 2.5 gallon containers in lots of 5 gallons

A) @ \$ — per gallon (i.e. \$ — per lot)

DOH-2A A MISCIBLE-DISPERSIBLE LIQUID DEFOAMER (30% Active Ingredient)

Product Trade Name LESCO 90/10 Non-Ionic Surfactant #091320

Supplied in 1 gal containers in lots of 4/gal-cs

A) @ \$ 12.15 per gal (i.e. \$ 48.60 per lot)

DOH-3A A DILUENT WITH EMULSIFIERS

Product Trade Name Hygrade EC or Arborchem Basal Oil or Bark Oil EC Or Alenza Basal Oil or Penevator

No Bid

Supplied in — containers in lots of — gallons

A) @ \$ — per gallon (i.e. \$ — per lot)

DOH-4A NON-IONIC SURFACTANT (90% Active Ingredient)

Product Trade Name No Bid

Supplied in — containers in lots of — gallons

A) @ \$ — per gallon (i.e. \$ — per lot)

DOH-5A A GRANULAR/FLAKE DRIFT CONTROL AGENT

Product Trade Name No Bid

Supplied in — containers in lots of — containers

A) @ \$ — per — (i.e. \$ — per lot)

DOH-6A A LIQUID DRIFT CONTROL AGENT

Product Trade Name No Bid

Supplied in — containers in lots of —

A) @ \$ — per — (i.e. \$ — per lot)

DOH-7A AQUATIC SURFACTANT

Product Trade Name No Bid

Supplied in — containers in lots of — gallons

A) @ \$ — per gallon (i.e. \$ — per lot)

DOH-8A

A WATER SOLUBLE LIQUID SPRAY PATTERN INDICATORProduct Trade Name Blueprint Plus LESCO Tracker Blue #008820Supplied in 2.5 gallon containers in lots of 5 gallonsA) @ \$ 15.54 per gallon (i.e. \$ 77.70 per lot)

DOH-10A

A NON-IONIC STICKER SPREADERProduct Trade Name Nu-Film-IR No BidSupplied in 2 1/2 gallon containers in lots of - gallonsA) @ \$ - per gallon (i.e. \$ - per lot)

DOH-11A

A READY TO USE FORMULA CONTAINING PARFFINIC OIL EMULSIFIERSProduct Trade Name Thinvert RTU No BidSupplied in 2 1/2 gallon jugs. 5 gallon per caseA) @ \$ - per gallon (i.e. \$ - per case)Supplied in 15 gallon drumB) @ \$ - per gallon

DOH-12A

A CONCENTRATE FORMULA CONTAINING PARFINNK OIL EMULSIFIERS AND SURFACTANTSProduct Trade Name Thinvert Concentrate No BidSupplied in 2 1/2 gallon jugs. 5 gallon per caseA) @ \$ - per gallon (i.e. \$ - per case)Supplied in 15 gallon drumB) @ \$ - per gallon

SAFETY EQUIPMENT

DOH-1S EMERGENCY SPILL KIT CONTAINING:

- 15 Universal Plus Sorbent Pads
- 3 Cobra Coils
- 1 Pair Safety Goggles
- 1 Pair Latex Gloves
- 1 Large Refuse Bag
- 1 List of Environmental Compliance Telephone Numbers
18" x 18" x 4"
- Vacuum Packed in Puncture Resistant Foil

Product Trade Name No Bid

A) @ \$ _____ per each

DOH-2S A GRANULAR/FLAKE SPILL ABSORBENT

Product Trade Name No Bid

Supplied in _____ containers in lots of _____ containers

A) @ \$ _____ per pound (i.e. \$ _____ per lot)

DOH-3S 3 LAYER FABRIC COVERALLS (ALL SIZES)

Product Trade Name Kleen Guard No Bid

Supplied in 12 ea/case

A) @ \$ _____ per each (i.e. \$ _____ per case)

DOH-4S DISPOSABLE COVERALLS

Product Trade Name Tyvek No Bid

Supplied in 25 ea/case

A) @ \$ _____ per each (i.e. \$ _____ per case)

DOH-5S 32 OZ. EYE WASH BOTTLE

Product Trade Name No Bid

Supplied per each

A) @ \$ _____ per each

DOH-1M PRESSURE RINSER

Product Trade Name Easy Rinse *No Bid*

Supplied per each

A) @ \$ _____ per each

DOH-2M HAND SOAP WITH CITRUS OIL

Product Trade Name Zep *No Bid*

Supplied in 32 oz. containers in lots of 20 containers per case

A) @ \$ _____ per container (i.e. \$ _____ per case)

DOH-3M A BIOSTIMULANT CONTAINING:

Soluble Potash	1.00%
Iron	0.36%
Manure Extract	79.30%
Humic and Fulvic Acid Extract	9.00%
Kelp Extract	1.20%
Organo-Modified Silaxane Surfactant	0.36%

Product Trade Name Launch # *7911126*

Supplied in 2.5 gallon containers in lots of 5 gallons

A) @ \$ 15.14 per gallon (i.e. \$ 75.70 per lot)

DOH-4M A WORK BOOT

Product Trade Name Iron Duke *No Bid*

Compliance EPA 40 CFR 170

Supplied per pair

A) @ Size (6-11) \$ _____ per pair

B) @ Size (12 +) \$ _____ per pair

RUBBER BOOT/SHOE COVERS

Compliance EPA 40 CFR 170

Supplied per pair

- A) @ Size M (8-9) \$ 9.52 per pair # 86010-MD
- B) @ Size L (10-11) \$ 9.52 per pair # 86010-LG
- C) @ Size XL (12-13) \$ 9.52 per pair # 86010-XL

DOH-6M

SAFETY GOGGLES – indirect vent

Meets ANSI 287.1-1989

- A) @ \$ 2.92 per each # 42-135

DOH-7M

FACE SHIELD – positive lock headgearMeets ANSI 287.1-1989 and
CAN1CSA-294 3-92 Specifications@ \$ No Bid per each

DOH-8M

A 5-GALLON BACKPACK SPRAYERProduct Trade Name Birchmeier #085450

- A) @ \$ 204.72 per sprayer

Gasket Set For Sprayer Pump

- B) @ \$ — per set

Hose Valve & Wand Repair Kit

- C) @ \$ — per kit

DOH-9M NITRI-SOLVE 100% NITRILE GLOVES
15 mil 13" Nitrile Gloves

Compliance EPA 40 CFR 170

#011484

Sizes S, M, L, XL, or 2XL

A) @ \$ 3.63 per pair

DOH-10M 2-QUART HANDHELD PRESSURE SPRAYER

Product Trade Name Tolco #020195

A) @ \$ 10.59 per sprayer

DOH-11M CLOSED SYSTEM BACKPACK SPRAYER

Product Trade Name Birchmier BCS #085450

A) @ \$ 204.72 per sprayer

Gasket set for sprayer pump

B) @ \$ — per set

Hose Valve & Wand repair kit

A) @ \$ — per kit

SIGN IN SHEET

RFQ # 6610C017Date: 03/12/2010

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Toxious Vegetation Control Inc. PO Box 21757 P 614 486-8994
Michael Jennings Columbus OH 43221 F 614 486-7531

E-mail mikejennings@toxicoinc.com

2. ARBORCHEM PRODUCTS DIV 941 Nixon Drive P 717 7666661
Dave Krause Mechanicsburg, PA 17055 F 717 795-8234

E-mail davekrause@arborchem.com

3. Townsend Chemical, LLC 7123 Thorndale Ln. P (513) 319-8028
Tom Schanher Cincinnati, OH 45244 F (513) 271-6221

E-mail tschanher@townsendchemical.com

4. Crop Production Services 1850 Touchstone Road P 804 520-0789
Charlie Smyth Colonial Heights, VA 23834 F 804 520-0089

E-mail Charles.Smyth@cpsag.com

5. C3M P.O. box 39 P 540-992-5500
Bobby W. Cliverell Cloverdale Va. 24077 F 540-992-5503

E-mail summitbc@earthlink.net

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # 66100017

Date: 03/2/2010

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. CWC Chemical, Inc.
JASON MYERS

214 Simmons Dr.
Cloverdale, VA 24077

P 540-992-5601
F 540-992-5766

E-mail jmyers@cwc-chemical.co

2. Consultant

3208 3rd Aoo. W.
Charleston, WV. 25312

P 304-799-5251
F _____

E-mail J1179952@vevizen.in

3. WV DOH
Keith Lynch

624 Depot St.
Parkersburg WV 26151

P 304 420 4719
F _____

E-mail E.Keith.Lynch@WV.gov

4. WV DOH
HEATHER HUFFMAN

BLDG 5, Rm 350 CAPITOL
COMPLEX
CHAS., WV 25305

P (304) 558-9430
F _____

E-mail Heather.J.Huffman@wv.gov

5. WVDOH
EUGENE TUCKWILLER

270 HARDWOOD LAKE
PRINCETON, WV

P 304-487-5233
F _____

E-mail EUGENE.R.TUCKWILLER
@WV.GOV

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # _____

Date: 3-12-2010

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. John Deere Landscapes
~ Matt Marshall

1301 E. 9th Street Suite 1300
Cleveland, OH 44114

P 800-321-5325

F _____

E-mail _____

2. _____

P _____

F _____

E-mail _____

3. _____

P _____

F _____

E-mail _____

4. _____

P _____

F _____

E-mail _____

5. _____

P _____

F _____

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!

VENDOR PREFERENCE CERTIFICATE

N/A

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: John Deere Landscapes

Signed: [Signature]

Date: 3/18/10

Title: Keith McGinty/Director

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: John Deere Landscapes

Authorized Signature:  Date: 3/18/10

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 18th day of March, 2010.

My Commission expires _____, 20____.

MOLLY MARIE VOROUS
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My commission expires 12/28/11

NOTARY PUBLIC 