



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



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
6612C015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS
304-558-2402

VENDOR

*709034622 540-992-5500
 C3M INC SUMMIT HELICOPTERS INC
 PO BOX 39
 CLOVERDALE VA 24077

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 01/18/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/14/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		675-85		
<p>HERBICIDES, ADJUVANTS, AND OTHER ITEMS</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE HERBICIDES, ADJUVANTS, SAFETY AND OTHER MISCELLANEOUS ITEMS FOR ALL TEN DISTRICTS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 02/17/12 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 2/23/12 AT 11:00 A.M., IN THE WEST VIRGINIA STATE PURCHASING DIVISION LOCATED AT 2019 WASHINGTON STREET EAST, CHARLESTON, WV 25305. 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</p>						

RECEIVED
 MAR 14 A 10:25
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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.html 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).



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<p>BIDDER.</p> <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.</p> <p>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 INCLUDE THEIR PHONE AND FAX NUMBERS.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE START 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>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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<p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>PP</i>.....</p> <p>NO. 2 <i>PP</i>.....</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE <i>Summit Helicopters, Inc</i> COMPANY DATE <i>3/13/12</i></p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p>						

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	<p>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 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. 01/17/2012</p>					

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<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.</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> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specification Roads and Bridges, adopted 2010, as modified by the January 1, 2011 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 2010 and the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways
 Contract Administration
 Building 5, Room 722
 1900 Kanawha Boulevard, East
 Charleston, West Virginia 25305
 Phone: 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

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 bid on any or all of the products listed on the Bid Schedule. Vendors may quote Product Name requested or provide "an equal to" product.

The vendor shall list the trade name and EPA Registration Number on the Bid Schedule for each product bid. Failure to list this information on the Bid Schedule will result in the disqualification of the vendor's bid on that product.

The vendor shall provide the label from the item being bid as "an equal to" the product requested to eliminate any confusion in determining equivalency to product item requested with their bid. The final determination of equivalency will be made by the Division of Highways.

Equivalency, chemical name or equivalent, shall mean equal and not necessarily identical. Prior to award of low bid the Division of Highways may require product samples for evaluation to determine equivalency. Product specifications and technical information should be submitted with bid and may also be used to determine equivalency.

The successful vendor shall furnish two product labels, for each product awarded, to the Division of

Highways. The labels shall provide pertinent information regarding product storage and handling or this information shall otherwise be provided with each shipment.

3. TRAINING AND TECHNICAL ASSISTANCE

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

The vendor's failure to submit the above certification information with their bid, shall result in the total disqualification of the vendor's bid.

<u>NAME OF REPRESENTATIVE</u>	<u>PHONE NUMBER</u>	<u>ADDRESS</u>
<u>PAUL THOMAS</u>	<u>540-314-4903</u>	<u>P.O. Box 39, CLOVERDALE VA</u> 24077
<u>Barry Clinevell</u>	<u>540-314-4906</u>	<u>P.O. Box 39 CLOVERDALE VA</u> 24077

4. CONTRACT AWARD

It is the intent to award a contract for each product listed on the Bid Schedule. Qualified vendors who submit a valid low bid will be awarded a contract for those products for which their bid is low, provided that the vendor has listed the trade name and EPA Registration Number on the Bid Schedule for each product bid, as indicated in Section 2. Failure to list this information will result in the disqualification of the vendor's bid on that product.

The award for each product will be based on the bid price per unit of measure as requested on the Bid Schedule. Vendors are cautioned that the quantities on the Bid Schedule are estimates and only used for evaluation purposes.

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.

5. ACCEPTANCE PLAN

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

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

6. **TESTING PROCEDURES**

Upon award of contract, the successful vendor(s) shall supply the Division of Highways, Materials Control, Soil and Testing Division, 190 Dry Branch Road, Charleston, WV 25306, the proper testing procedures to determine the presence and concentration of the Herbicide in flowing water.

7. **BID QUANTITIES**

Vendors are cautioned that the quantities listed on the Bid Schedule are estimates only. Actual requests will be placed to the awarded vendor from the Division of Highways by an Agency Release at the time of need.

8. **DELIVERY**

Materials under this contract are to be shipped prepaid F.O.B. delivery to 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 the Agency Release within 20 days after the Agency Release is issued by the Division of Highways.

9. **VENDOR'S INVOICES**

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

- a. Division of Highways Agency Release Number and Contract Number.
- b. Total quantity and unit price with the total cost of each type of item furnished.

Note: Under no circumstance will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

10. 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.

11. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendor(s) 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.

12. MANDATORY PRE-BID

There will be a mandatory pre-bid meeting on Thursday, February 23, 2012 – this date coincides with the 2078 Vegetation/Herbicide Management Seminar.

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

NOTE: Vendors should type Bid Schedules

The “Bid Schedule” is available for download on Purchasing’s Web site at www.state.wv.us/admin/purchase

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-1H	Water Soluble Emulsifiable Concentrate Containing: Ammonium Salt of Fosamine with Surfactant Product Trade Name: Krenite S or equal EPA Registration Number: <u>352-395</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 15 gallon returnable/refillable containers	4 lbs/gallon	3000	gallon	66.41	199230.-	
DOH-2H	Water Soluble Emulsifiable Concentrate Containing: Isopropylamine Salt of Glyphosate Phosphate Ester Surfactant Product Trade Name: Roundup Pro Concentrate or equal EPA Registration Number: <u>524-529</u> A) Supplied in 30 gallon plastic returnable drums. B) Supplied in 2.5 gallon containers in lots of 5 gallons C) Supplied in 15 gallon returnable/refillable containers D) Supplied in 250 gallon returnable/refillable shuttle. Dispersible Granules Containing: Sulfometuron Methyl Product Trade Name: Oust XP or equal EPA Registration Number: <u>352-601</u> A) Supplied in 3 pound containers in lots of 24 pounds B) Supplied in 3 pound jug	50.20%	6000	gallon	18.25	109500.-	
DOH-3H	Water Soluble Aqueous Suspension Containing: Oryzalin Product Trade Name: Oryzalin 4 Pro or equal EPA Registration Number: <u>352-601</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons Aqueous Solution Containing: Imazapyr Product Trade Name: Arsenal Powerline or equal EPA Registration Number: <u>241-431</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 15 gallon drums	4 lbs/gallon	100	pound	39.65	3965.-	
DOH-4H			100	pound	42.00	4200.-	
DOH-5H		2 lbs/gallon	250	gallon		4061.0	
			150	gallon	63.90	9465.-	
			150	gallon	61.00	9150.-	

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-6H		Aqueous Carrier Containing: Pendimethalin Product Trade Name: Pendulum AquaCap or equal EPA Registration Number: <u>241-416</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons	3.8 lbs/gallon	600	gallon	60.00 36000.00	
DOH-7H		Water Soluble Concentrate Containing: Triclopyr Product Trade Name: Carbentra or equal <u>TAHOE 3A</u> EPA Registration Number: <u>228-520</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 30 gallon containers C) Supplied in 15 gallon continuum returnable/refillable containers in pallets of 9 containers.	3 lbs/gallon	500 500 500	gallon gallon gallon	51.50 51.10 49.40	25750.00 25550.00 24700.00
DOH-8H		Water Soluble Concentrate Containing: Triclopyr Product Trade Name: Garden-4-Ultra or equal <u>TAHOE 4E</u> EPA Registration Number: <u>228-517</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 30 gallon containers C) Supplied in 15 gallon continuum returnable/refillable containers in pallets of 9 containers.	4 lbs/gallon	250 250 250	gallon gallon gallon	56.50 54.50 52.50	14125.00 13625.00 13125.00
DOH-9H		A Water Soluble Dispersible Granule Containing: Diuron Product Trade Name: Karmex XP or equal <u>DIURON 80 DF</u> EPA Registration Number: <u>81927-12</u> A) Supplied in 5 pound bags in lots of 10 bags B) Supplied in 25 pound bags	80.00%	2000 2000	pound pound	4.75 4.25	9500.00 8500.00
DOH-10H		Water Soluble Liquid Containing: Dimethylamine Salt of 2, 4-D acid Product Trade Name: DM-4 or equal <u>WEDESTROY AMIO</u> EPA Registration Number: <u>228-145</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 30 gallon containers C) Supplied in 15 gallon returnable/refillable containers in pallets of 9 containers.	3.8 lbs/gallon	100 100 100	gallon gallon gallon	20.80 20.50 18.30	2080.00 2050.00 1830.00

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-11H	Water Soluble Liquid Containing: Ammonium Salt of Imazapic	Product Trade Name: Plateau or equal <u>PANORAMIC</u> EPA Registration Number: <u>241-365 / 66222-141-81927</u>	23.60%	50	gallon	141.90	7095. ⁰⁰
	A) Supplied in 1 gallon containers in lots of 2 gallons		<u>PLATEAU</u>	4444	packet	N/A	—
	B) Supplied in 1.44 ounce packets in lots of 14 packets		<u>PANORAMIC 25L</u>	200	quart	42.60	8520. [—]
	C) Supplied in 1 quart containers in lots of 4 quarts			4	containers	—	—
	D) Supplied in 15 gallon containers						
DOH-12H	A Dispersible Liquid Containing: Hexazinone	Product Trade Name: Velpar L or equal EPA Registration Number: _____	2 lbs/gallon	50	gallon	—	NOBID
DOH-13H	A) Supplied in 2.5 gallon containers in lots of 5 gallons		60%				
	Dry Flowable Containing: Metsulfuron Methyl	Product Trade Name: Escort XP or equal EPA Registration Number: <u>352-439</u>					
	A) Supplied in 16 ounce containers in lots of 8 pounds (8-16 oz ctrs)			2400	ounce	8.00	19200. [—]
	B) Supplied in 16 ounce jugs			2400	ounce	8.25	19800. [—]
	C) Supplied in 64 ounce jug returnable/refillable			2400	ounce	7.20	17280. [—]
DOH-14H	Water Soluble Granule Herbicide Containing: Ammonium Salt of Glyphosate	Product Trade Name: Roundup Pro Dry or equal <u>QUICK PRO</u> EPA Registration Number: <u>524-535</u>	71.40%	25	box	217.25	5431. ²⁵
	A) Supplied in 20.25 pound box	<u>27.2 Pounds Box</u>					
DOH-15H	Dry Flowable Containing: Chlorsulfuron	Product Trade Name: Telar XP or equal EPA Registration Number: <u>352-654</u>	75%	160	ounce	16.95	2712. [—]
	A) Supplied in 8 x 16 ounce container to a case						

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-16H		A Liquid Solution Containing: Isooctyl ester of 2,4 Dichlorophenoxyacetic Acid 2-ethylhexyl ester of +R-2-(2,4-Dichlorophenoxy Propionic Acid Dicamba (3, 6-Dichloro-o-anisic Acid) Product Trade Name: BK-800 or equal _____ EPA Registration Number: _____	32.48% 15.90% 5.38%	100 100	gallon gallon	— —	NOBID NOBID
DOH-17H		Dry Flowable Containing: Tebuthiuron Product Trade Name: Spike 80 DF or equal <u>TEBUTHIURON 80WG</u> EPA Registration Number: <u>81927-37</u> A) Supplied in 4 pound bags in lots of 24 pounds B) Supplied in 25 pound bags	80%	50 50	pound pound	1950 1950	975. 975.
DOH-18H		A Water Soluble Emulsifiable Concentrate Containing: Clopyralid Product Trade Name: Transline or equal <u>CLEAN SLATE</u> EPA Registration Number: <u>228-491</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in .5 gallon containers in lots of 2 gallons	3 lbs/gallon	25 25	gallon gallon	139.75 148.60	3493.75 3715.
DOH-19H		Aqueous Solution Containing: Isopropylamine Salt of Imazapyr Product Trade Name: Stalker or equal <u>POLARIS SP (EC)</u> EPA Registration Number: <u>228 536</u> A) Supplied in 1 quart containers in lots of 4 quarts	27.60%	200	quart	45.00	9000.
DOH-20H		Aqueous Solution Containing: Diglycolamine Salt of 3, 6-Dichloro-O-Anisic Acid Product Trade Name: Vanquish or equal _____ EPA Registration Number: <u>228-397</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 15 gallon returnable/refillable containers in pallets of 9 containers.	4 lbs/gallon	300 300	gallon gallon	64.60 61.60	19380. 18480. 15

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-21H	Aqueous Solution Containing: Tricopyr						
	Product Trade Name: Relegate or equal <u>RELEGATE RTU</u>						
	EPA Registration Number: <u>228-552</u>						
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			300	gallon	3150	9150
DOH-22H	A Water Soluble Emulsifiable Concentrate Containing: Isopropylamine Salt of Glyphosate		53.80%				
	Product Trade Name: Redeo or equal <u>AQUANEAT</u>						
	EPA Registration Number: <u>228-365</u>						
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			100	gallon	1760	1760
	B) Supplied in 30 gallon plastic returnable drums			100	gallon	1710	1710
DOH-23H	A Liquid Containing: Aminopyralid		40.60%				
	Product Trade Name: Milestone VM or equal <u>62719-537</u>						
	EPA Registration Number: <u>62719-537</u>						
	A) Supplied in 1 quart containers, 12 containers per lot			200	quarts	—	NO BID
	B) Supplied in 2.5 gallon containers in lots of 5 gallons			50	gallon	299.73	14986.50
DOH-24H	Water Dispersible Granular Material Containing: Prodiamine		65%				
	Product Trade Name: Endurance or equal <u>PROCLIPSE</u>						
	EPA Registration Number: <u>228-434</u>						
	A) Supplied in 10 pound containers, 50 pounds per lot			100	pound	1530	1530
DOH-25H	Emulsifiable Concentrate Containing: Quizalofop P-Ethyl		.88 lbs/gallon				
	Product Trade Name: Assure II or equal						
	EPA Registration Number:						
	A) Supplied in 1 gallon containers in lots of 4 gallons			16	gallon	—	NO BID
DOH-26H	Emulsifiable Concentrate Containing: Fluazifop-P-butyl		6.75%				
	Product Trade Name: Ornamec or equal						
	EPA Registration Number:						
	A) Supplied in 1 gallon containers in lots of 4 gallons			16	gallon	—	NO BID

HERBICIDES		Description		Estimated Quantity		Unit of Measure		Cost Per Unit of Measure		Extended Cost	
Item #				% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost			
DOH-27H	A Dispersible Granule Containing: Imazapyr Diuron			7.78% 62.22%							
	Product Trade Name: Sahara DG or equal <u>MOJAVE</u>										
	EPA Registration Number: <u>74477-9-81927</u>										
	A) Supplied in 10 pound bags in lots of 40 pounds				50	pound	9.50	475.00			
DOH-28H	A Water Soluble Dry Granule Containing: Sulfosulfuron			75%							
	Product Trade Name: Outrider or equal _____										
	EPA Registration Number: <u>524-500</u>										
	A) Supplied in 20 ounce bottles in lots of 200 ounce				400	ounce	14.25	5700.00			
DOH-29H	A Liquid Containing: Diuron			40%							
	Product Trade Name: Direx 4L or equal _____										
	EPA Registration Number: _____										
	A) Supplied in 2.5 gallon containers in lots of 5 gallons				50	gallon	—	NO BID			
DOH-30H	A Liquid Containing: Fluroxypyr			26.20%							
	Product Trade Name: Fluroxypyr or equal <u>FLUROXYPYR</u>										
	EPA Registration Number: <u>71368-37</u>										
	A) Supplied in 2.5 gallon containers in lots of 5 gallons				100	gallon	6.600	6600.00			
DOH-31H	A Liquid Containing: Fluroxypyr			45.52%							
	Product Trade Name: Vista XRT or equal _____										
	EPA Registration Number: _____										
	A) Supplied in 2.5 gallon containers in lots of 5 gallons				100	gallon	—	NO BID			
DOH-32H	Wettable Granule Formulation Containing: Sodium Salt of Diflufenopy: 2-[1-(3,5-Difluorophenylamino) Carbonyl] Hydrazono} Ethyl)-3-Pyridinecarboxylic Acid, Sodium Sodium Salt of 3,6-Dichloro-o-anisic Acid			21.40% 55.00%							
	Product Trade Name: Overdrive or equal _____										
	EPA Registration Number: <u>7969-150</u>										
	A) Supplied in 7.5 pound jugs, 30 pounds per case				100	pound	3.800	3800.00			

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-33H	Dispersible Granules Containing: Sulfometuron Methyl Chlorsulfuron	Product Trade Name: Landmark XP or equal EPA Registration Number: <u>352-645</u> A) Supplied in 4 pound jugs in lots of 32 pounds B) Supplied in 64 ounce jug, returnable/refillable	56.25% 18.75%	100 1600	pound ounce	119.60 —	11960.00 NCSID
DOH-34H	Dispersible Granules Containing: Sulfometuron Methyl Metsulfuron Methyl	Product Trade Name: Oust Extra or equal EPA Registration Number: <u>352-622</u> A) Supplied in 4 pound jugs in lots of 32 pounds B) Supplied in 64 ounce jug, returnable/refillable C) Supplied in 12 pound jugs	56.25% 15.00%	400 6400 400	pound ounce pound	54.20 3.40 54.20	21680.00 21760.00 21680.00
DOH-35H	A Dry Flowable Granule Containing: Bromacil Diuron	Product Trade Name: Krovar 1DF or equal EPA Registration Number: <u>352-505</u> A) Supplied in 6 pound containers in lots of 8 containers	40% 40%	50	pound	12.65	632.50
DOH-36H	A Liquid Containing: Imazapic Glyphosate	Product Trade Name: Journey or equal EPA Registration Number: <u>241-417</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons	8.13% 21.94%	100	gallon	96.80	9680.00

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-37H	A Liquid Containing: Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid Dimethylamine Salt of Dicamba (3,6-Dichloro-o-Anisic Acid) Product Trade Name: Veteran 720 or equal EPA Registration Number: <u>228-295</u>						
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		24.58% 12.82%	100	gallon	3580	3580.00
	B) Supplied in 30 gallon drums			100	gallon	3550	3550.00
DOH-38H	Dispersible Granules Containing: Chlorsulfuron Sulfometuron Methyl Sulfentrazone Product Trade Name: Throttle XP or equal EPA Registration Number: <u>352-725</u>		9% 18% 48%				
	A) Supplied in 3.9 pound containers, 8 containers per case			100	pound	9975	9975.00
DOH-39H	Water Soluble Dispersible Extruded Paste Granule Containing: Aminocyclopyrachlor Chlorsulfuron Product Trade Name: Perspective™ or equal <u>352-846</u> EPA Registration Number: <u>352-846</u>		39.50% 15.80%				
	A) Supplied in 20 ounce containers in lots of 240 ounces			240	ounces	4.60	1104.00
	B) Supplied in 20 ounce jug			40	ounces	5.00	200.00
	C) Supplied in 5 pound containers in lots of 40 pounds			80	pounds	73.60	5888.00
	D) Supplied in 5 pound jug			20	pounds	75.00	1500.00
DOH-40H	Water Soluble Dispersible Extruded Paste Granule Containing: Aminocyclopyrachlor Metsulfuron methyl Product Trade Name: Streamline™ or equal EPA Registration Number: <u>352-848</u>		39.50% 12.60%				
	A) Supplied in 3 pound containers in lots of 24 pounds			96	pounds	82.40	7910.40
	B) Supplied in 3 pound jug			96	pounds	82.40	7910.40

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-41H	Water Soluble Dispersible Extruded Paste Granule Containing: Imazapry		31.60%				
	Aminocyclopyrachlor		22.80%				
	Metsulfuron methyl		7.30%				
	Product Trade Name: Viewpoint™ or equal						
	EPA Registration Number: 352-847						
	A) Supplied in 5 pound containers in lots of 40 pounds			100	pounds	5871	5871.00
	B) Supplied in 5 pound jug			100	pounds	5871	5871.00

TOTAL \$ / 323535.00

ADJUVANTS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-1A	A Water Soluble Blue Liquid Spray Pattern Indicator Product Trade Name: <u>Bullseye or equal</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	38.50	3850.00
DOH-2A	A Miscible-Dispersible Liquid Defoamer (30% Active Ingredient) Product Trade Name: <u>Summit Helicopters Foamkiller</u> A) Supplied in _____ containers in lots of _____.	100	gallon	27.95	2795.00
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 or equal A) Supplied in _____ containers in lots of _____.	100	gallon	---	NO BID
DOH-4A	Non-Ionic Surfactant (90% Active Ingredient) Product Trade Name: <u>Summit 910</u> A) Supplied in 2.5 containers in lots of 5 gal.	100	gallon	12.50	1250.00
DOH-5A	A Granular/Flake Drift Control Agent Product Trade Name: _____ A) Supplied in _____ containers in lots of _____.	100	pound	---	NO BID
DOH-6A	A Liquid Drift Control Agent Product Trade Name: <u>Poly Control II</u> A) Supplied in 3.6 gal containers in lots of 3 gallons.	100	gallon	38.20	3820.00
DOH-7A	Aquatic Surfactant Product Trade Name: <u>Summit 910</u> A) Supplied in 2.5 containers in lots of 5 gallons.	100	gallon	12.50	1250.00
DOH-8A	A Water Soluble Liquid Spray Pattern Indicator Product Trade Name: <u>Blueprint Plus or equal</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	---	NO BID
DOH-9A	A Non-Ionic Sticker Spreader Product Trade Name: <u>Nu-Film-IR or equal Poly Film</u> A) Supplied in 2.5 gallon containers in lots of 5.	100	gallon	27.40	2740.00
DOH-10A	A Ready-to-Use Formula Containing Paraffinic Oil Emulsifiers Product Trade Name: <u>Thinvert RTU or equal</u> A) Supplied in 2.5 gallon containers in lots of 5 gallons per case. B) Supplied in 15 gallon drum.	100	gallon	---	NO BID

ADJUVANTS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-11A	A Concentrate Formula Containing Paraffinic Oil Emulsifiers and Surfactants Product Trade Name: Thinvert RTU or equal _____	100	gallon	—	NO BID
	A) Supplied in 2.5 gallon containers in lots of 5 gallons per case.	100	gallon	—	NO BID
	B) Supplied in 15 gallon drum.				
SAFETY EQUIPMENT					
Item #	Description	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
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 Size: 18"x18"x4" Vacuum Packed in Puncture Resistant Foil Product Trade Name: _____ A) Supplied by the kit.	1	each	—	—
DOH-2S	A Granular/Flake Spill Absorbent Product Trade Name: _____ A) Supplied in _____ containers in lots of _____.	1	pound	—	—
DOH-3S	32 ounce Eye Wash Bottle Product Trade Name: _____ A) Supplied per each.	1	each	—	—

MISCELLANEOUS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-1M	Pressure Rinser Product Trade Name: Easy Rinse or equal _____ A) Supplied per each.	1	each	_____	_____
DOH-2M	Hand Soap with Citrus Oil Product Trade Name: Zep or equal _____ A) Supplied in 32 ounce containers in lots of 20 containers per case	1	container	_____	_____
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 or equal _____ A) Supplied in 2.5 gallon containers in lots of 5 gallons	2.5	gallon	_____	_____
DOH-4M	Nitri-Solve 100% - 15 mil 13" Nitrile Gloves - Compliance EPA 40 CFR 170 A) Supplied size Small. B) Supplied size Medium. C) Supplied size Large. D) Supplied size X-Large. E) Supplied size XX-Large.	1 1 1 1 1	pair pair pair pair pair	_____	_____
DOH-5M	A 5-gallon Backpack Sprayer Product Trade Name: Birchmeier or equal _____ A) Supplied per sprayer B) Gasket Set for Sprayer Pump C) Hose Valve and Wand Repair Kit	1 1 1	each set kit	_____	_____
DOH-6M	2-Quart Handheld Pressure Sprayer Product Trade Name: Tolco or equal _____ A) Supplied per sprayer	1	each	_____	_____

13 Herbicide Bid Schedule

6612C015

MISCELLANEOUS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-7M	Closed System Backpack Sprayer				
	Product Trade Name: Birchmeier BCS or equal _____				
	A) Supplied per sprayer	1	each	—	—
	B) Gasket Set for Sprayer Pump	1	set	—	—
	C) Hose Valve and Wand Repair Kit	1	kit	—	—

TOTAL \$ 15705⁰⁰

GRAND TOTAL \$ 1339240³⁰

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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: Summit Helicopters

Signed: [Signature]

Date: 3/13/12

Title: Director of Chemical Sales

*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: Summit Helicopters Inc

Authorized Signature: [Signature] Date: 3/13/12

State of Virginia

County of Botetourt, to-wit:

Taken, subscribed, and sworn to before me this 13 day of March, 2012.

My Commission expires 5/31, 2012.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
165472

Please use this document for technical questions, posing in a question format

Please refer to the section your question is in reference to.

Technical questions for RFQ# _____

Vendor Name: _____

Questions:

PUNCH OUT LICENSE CARD HERE

12774

3,7,11,12,14

C04464

FOR USE ONLY IN CATEGORIES ABOVE

WEST VIRGINIA CERTIFICATION

Expires: 12/31/2012

C04464

Commercial Pesticide Applicator

Paul B. Thomas

Summit Helicopters, Inc.

P O Box 39

State Road 605

Cloverdale VA 24077

AUTHORIZED REPRESENTATIVE

Paul B. Thomas

Continuing Education Credit Information	Credits Acquired	Credits Required	Credits Needed	
11-Demonstration & Research	0	20	20	Due 12/31/2014
12-Pesticide Storage & Distribution	12	20	8	Due 12/31/2013
3-Forest Pest Control	16	20	4	Due 12/31/2013
7-Right-of-Way/Industrial Weed	0	20	20	Due 12/31/2014

NOT TRANSFERABLE

CERTIFIED APPLICATORS ARE CERTIFIED TO APPLY PESTICIDES IN THE CATEGORIES SHOWN ON THE OTHER SIDE OF THIS CARD. REGISTERED TECHNICIANS ARE REGISTERED TO APPLY UNDER DIRECT SUPERVISION OF A CERTIFIED APPLICATOR. SEE CODE DEFINITION BELOW.

- 1- Agricultural Plant Pest Control
- 2- Agricultural Animal Pest Control
- 3- Forest Pest Control
- 4A- Ornamental & Turf Outdoors
- 4B- Ornamental Pest Control Indoors
- 5- Seed Treatment
- 6- Aquatic Pest Control
- 7- Right-of-Way/Industrial Weed
- 8A- General Pest
- 8B- Structural Pest
- 8C- Fumigation
- 8D- Wood Treatment
- 8E- Urban IPM
- 9- Public Health
- 10- Regulatory
- 11- Demonstration & Research
- 12- Pesticide Storage & Distribution
- 13A- Predator Control
- 13B- Sewer Root Control
- 13C- Hardwood Tree Release
- 13D- Mosquito Control
- 13E- Black Fly Control
- 14- Aerial

Signature of Certified Applicator or Registered Technician _____ Date _____



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
6612C015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

VENDOR

*709034622 540-992-5500
 C3M INC SUMMIT HELICOPTERS INC
 PO BOX 39
 CLOVERDALE VA 24077

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/05/2012				

BID OPENING DATE: **03/14/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
ADD ITEM # DOH-24H TO THE BID SCHEDULE.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS:						
3/14/2012 AT 1:30 P.M.						
0001	1	EA		675-85		
HERBICIDES, ADJUVANTS, AND OTHER ITEMS						
***** THIS IS THE END OF RFQ 6612C015 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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.html 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).

13 Herbicide Bid Schedule

ADDENDUM #1 6612C015

HERBICIDES		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-42H	A Liquid Containing: Indaziflam				
	Product Trade Name: ESPLANADE 200SC or equal				
	EPA Registration Number: 432-1516				
	A) Supplied in 2.5 gallon containers in lots of 5 gallons	50	gallons	975.00	48750.00
	B) Supplied in 1 quart containers in lots of 1 gallon	50	gallons	1050	52500.00
	% Concentration/ Pounds per Gallon of Active Ingredients				
	19.05%				
	(1.67 pounds per gal)				



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

**Request for
 Quotation**

RECEIVED MAR 05 2012

RFQ NUMBER
6612C015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**ALAN CUMMINGS
 304-558-2402**

VENDOR

**BARRY W CLINEVELL
 SUMMIT HELICOPTERS INC
 P O BOX 39
 CLOVERDALE VA 24077**

SHIP TO

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/28/2012				

BID OPENING DATE: **03/14/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.02		
				ISSUED TO ADD ITEM #DOH-24(B) TO THE BID SCHEDULE AND TO ADVISE BIDDERS OF THE DIVISION OF HIGHWAYS' INTENTION WITH THE NEW CONTRACTS, 6612C015 VERSUS THE CURRENT CONTRACTS, 6611C023.		
				BID OPENING DATE AND TIME REMAIN UNCHANGED AS: 3/14/2012 AT 1:30 P.M.		
0001	1	EA		675-85		
				HERBICIDES, ADJUVANTS, AND OTHER ITEMS		
***** THIS IS THE END OF RFQ 6612C015 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

13 Herbicide Bid Schedule

ADDENDUM #2 6612C015

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
DOH-24H	Water Dispersible Granular Material Containing: Prodiamine Product Trade Name: Endurance or equal <u>Pro Curse</u> EPA Registration Number: <u>228-434</u> A) Supplied in 10 pound containers, 50 pounds per lot B) Supplied in 5 pound containers, 50 pounds per lot	65%	100	pound	1.530	1530.00
			100	pound	1.530	1530.00

In addition to adding Item DOH-24H(b), this addendum is to make bidders aware of the following:

- 1 Upon award of the new Herbicide contracts 6612C015, there will be no new Agency Releases issued toward current Herbicide contracts 6611C023.
- 2 All Agency Releases toward current Herbicide contracts 6611C023, issued and outstanding prior to the new award date of Herbicide contracts 6612C015, will be honored.
- 3 To allow completion of outstanding Agency Releases, current Herbicide contracts 6611C023 will not be cancelled, but will expire at their original expiration date of June 30, 2012.

These guidelines should allow a clean separation of the contracts and a transition to a single contract next year. The intent is to simplify administrative processes for all parties.

Bid opening date will remain the same, March 14, 2012.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 6612C015

Date: 2/23/2012 11:00

Project Description: Herbicides

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>John Deere Landscapes</u>
Firm Address:	<u>attn: Bid Department 1385 East 36th Street Cleveland, Ohio 44114</u>
Representative Attending:	<u>Matthew Marshall</u>
Phone Number:	<u>614-419-6141</u>
Fax Number:	<u>614-863-4028</u>
Email Address:	<u>mmarshall@johndeere-landscapes.com</u>

Firm Name:	<u>NOVCO Inc.</u>
Firm Address:	<u>PO Box 21757 Columbus OH 43221</u>
Representative Attending:	<u>Michael Jennings</u>
Phone Number:	<u>614 486-8994</u>
Fax Number:	<u>614 486-7531</u>
Email Address:	<u>mikejennings@novcoinc.com</u>

Firm Name:	<u>WNDOH</u>
Firm Address:	
Representative Attending:	<u>EUGENE TUCKWILLER</u>
Phone Number:	<u>304-487-5233</u>
Fax Number:	
Email Address:	<u>EUGENE.R.TUCKWILLER@WY.GOV</u>

Firm Name:	<u>CNC CHEMICAL, INC.</u>
Firm Address:	<u>214 SIMMONS DR. CLONEDALE, VA 24077</u>
Representative Attending:	<u>BOBBIE TURNER</u>
Phone Number:	<u>800-380-9903</u>
Fax Number:	<u>540-992-5601</u>
Email Address:	<u>BTURNER@CNC-CHEMICAL.COM</u>

Firm Name:	<u>Summit Helicopters Inc (C3m)</u>
Firm Address:	<u>P.O. Box 39 Clarendale Va. 24077</u>
Representative Attending:	<u>Barry W. Clinevell</u>
Phone Number:	<u>540-992-5500</u>
Fax Number:	<u>540-992-5503</u>
Email Address:	<u>SummitSales@RBnet.com</u>

Firm Name:	<u>Crop Production Services, Inc</u>
Firm Address:	<u>1850 Touchstone Road Colonial Heights, VA 23834</u>
Representative Attending:	<u>Charlie Smyth</u>
Phone Number:	<u>804 520-0789 m 804 513-7185</u>
Fax Number:	<u>804 520-0089</u>
Email Address:	<u>Charles.Smyth@cpsag4.com</u>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: **6612C015**

Date: **2/23/2012 11:00**

Herbicides

Project Description:

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<i>Arborechey Products</i>
Firm Address:	<i>943 Nixon Dr Mechanicstown, PA 17053</i>
Representative Attending:	<i>Joe Lentz</i>
Phone Number:	<i>215 760 9420</i>
Fax Number:	<i>717 766 6661</i>
Email Address:	<i>j.lentz @ arborechey.com</i>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<i>DOH</i>
Firm Address:	<i>1900 Kanawha Blvd, E Bldg 5, A 350 Charleston WV 25305</i>
Representative Attending:	<i>Syble Atkins</i>
Phone Number:	<i>304-558-9495</i>
Fax Number:	<i>304-558-2915</i>
Email Address:	<i>Syble.a.atkins @ wv.gov</i>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	