

**John Deere Landscapes**  
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**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

10/08/14 10:09:51AM

West Virginia Purchasing Division

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

BID RECEIVED LATE

BUYER

WITNESS

*[Signature]*  
*[Signature]*

Revised 08/08/2014

**DISQUALIFIED**

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 1, 2014 at 5:00pm

Submit Questions to: Dean Wingerd

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Dean.C.Wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 7, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

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

☐☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐☐☐☐

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

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_  
for \_\_\_\_\_  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

### CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

**John Deere Landscapes**

(Company)

 Keith McGinty, Director  
(Authorized Signature) (Representative Name, Title)

PH: (800) 321-5325 ex. 2550 Fax: (248) 581-1433  
(Phone Number) (Fax Number) (Date)

# Pricing Page

## Pipestem State Park Golf Course Chemicals

Line Item	Qty	Description	Manufacturer information for *or equal products	Cost	Extended Cost
1	6000 lbs	Milorganite; minimum formula 6-2-0 greens grade organic fertilizer, or equal.	# 22-00-150 Milorganite 6-2-0E greens grade 50 lb. Milwaukee Metropolitan - manufacturer	\$ 0.2214/lb.	\$ 1329.60
2	15 gallons	Bensumec 4LF Preemergent Grass & Weed Herbicide; minimum 46% active ingredient Benzenesulfonamide, or equal.	# 8451124 Bensumec 4LF 2.5gal PBI Gordon Corp - manufacturer	\$ 145.13/gal	\$ 2176.95
3	1500 lbs.	Anderson's Fungicide IX, snow mold control, granular, minimum active ingredient, chlorobeb 3.2%, or equal.		<b>NO BID</b>	
4	6000 lbs.	Milorganite; minimum formula 6.0.2 classic fertilizer with minimum 4% iron, must be slow release, must be water soluble, or equal.	# MILORGANITE Milorganite Classic 6-2-0 50 lb. Milwaukee Metropolitan - manufacturer	\$ 0.201/lb.	\$ 1206.00
5 *	20 Gallons	Daconil AN flowable fungicide; liquid formula, with minimum active ingredient chlorothalonil 38.5%, or equal.	# 252N100-004 EchoZ N 2.5gal SIPCAM AGRONUSA - manufacturer	\$ 32.37/gal	\$ 647.40
6 *	2000 lbs.	Lebanon Turf, minimum formula 21-0-10 fertilizer, medium granular, or equal.	# 098294 NX Pro 22-0-10 M 50 lb. Lebanon Turf - manufacturer	\$ 0.77/lb	\$ 1540.00
7 *	48 packs	Cleary 3336 Turf Fungicide, all water soluble; must be in 2 pound packs, with minimum formula of 50% thiophanate methyl, or equal.	# 10491148 Cleary 3336 WP Pro Pack Drum 48 lb. Cleary Chemical - manufacturer	\$ 764.41/48lb pk.	\$ 764.41

\* Alternate / Equal - labels enclosed.

# Pricing Page

## Pipestem State Park Golf Course Chemicals

8	32 pints *	Banner Maxx Fungicide, with minimum active ingredient Propiconazole 14.3 %, or equal. 4gal = 32pt	#49564 Spectator Ultra 2.0gal Lesco - Manufacturer	\$ 72.76/gal	\$ 291.04/4gal 32pt
9	5000 lbs. *	Anderson's Greens Grade, minimum formula 19-3-19, or equal.	#090727 Country Club 18-3-18 50lb. Lebanon Turf	\$ 0.83/lb.	\$ 4150.00
10	8 gallons *	Subdue Maxx fungicide, with minimum active ingredient, mefenoxam 22%, or equal.	#291491 Mefenoxam 1gal Makhteshim Agan of North America, Inc. - manufacturer	\$ 414.73/gal	\$ 3317.84
11	48 packs *	Fore, rain shield, water soluble pakcs, must be in 6 pound packs, minimum active ingredient Mancozeb, or equal.	#172874 Fore 80WP 4x1.5lb. Dow Agro Sciences - manufacturer	\$ 83.28/pkg.	\$ 3997.44
12	15,000 lbs. *	Lebanon Turf, minimum formula 15-0-5 fairway grade fertilizer, with minimum 1.14% active ingredient pre-emergent herbicide (benefin/trifluralin) Team, controlled release, or equal.	#APT193T865.3 19-3-6 Team Pro 50lb. Andersons - Manufacturer	\$ 0.325/lb.	\$ 4875.00
13	40 gallons	Anderson's Fluid Fertilizer, minimum formula 29-2-3, or equal.		<b>NO BID</b>	
14	132 lbs. *	Chipco Signature fungicide, minimum active ingredient aluminum tris 80%, or equal.	#79435029 Prodigy Signature 800g 5.5lb. Lesco - manufacturer	\$ 26.142/lb.	\$ 3450.74
15 (A)	2 gallons	Primo Maxx, with minimum formula 11.3% Trinexapac-ethyl, or equal.	#22534 Primo Maxx 4gal Syngenta - manufacturer	\$ 283.00/gal	\$ 566.00

\* Alternate Equal - labels enclosed.

(A) - Agency item

# Pricing Page

## Pipestem State Park Golf Course Chemicals

16	80 packs	Dursban 50 WSP insecticide, must be in 1.75 pound water soluble packs, or equal.		<b>NO BID</b>	
17	2500 lbs.	Bayleton Granular Lebanon Turf Fungicide, minimum active ingredient Triadenfon, contains minimum 1% Bayleton granulate product to be dry applied, non-burning granulate, dust free particle, or equal.		<b>NO BID</b>	
18	4 gallons	Rubigan AS Turf and Ornamental Fungicide, minimum active ingredient Fenarimol 11.6%, or equal.	#080258 Rubigan AS 7gal Gowan - manufacturer	\$ 424.32/gal	\$ 1697.28
19	24 (5 lb) packs	Spectro 90 WDG, with minimum active ingredients Chlorothalonil 72% and Thiophanate methyl 18%; must be in 5 pound packs, or equal.	#10501045 Spectro 90 5lb. Cleary Chem. - manufacturer	\$ 64.20/pkg	\$ 1540.80
20	160 lbs.	Daconil Ultrex, minimum active ingredient Chlorothalonil 82.5%, must be in 5 pound bags, or equal.	#31215 Daconil Ultrex 5lb. Syngenta - manufacturer	\$ 8.00/lb.	\$ 1280.00
21	4 gallons	Torque Fungicide, Minimum active ingredient, Tebuconazole 38.7%, or equal.	#191755 Tebuconazole 7gal Mackhteshim Agan of North America - manufacturer	\$ 80.00/gal	\$ 320.00
22	100 30 packets	Hem, Turf Track Blue, packaged in individual, water dispersible packages. Each packet treats up to 150 gallons, or equal.	#035074 Tracker Blue WS PK/10 Lescro - manufacturer	\$ 28.66/pkg	\$ 859.80

\* Alternate/Equal - labels enclosed

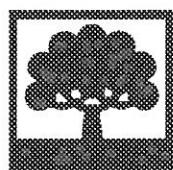
(A) - Agency item

Pricing Page

Pipestem State Park Golf Course Chemicals

23	30 gallons	Primer Select, Enhanced matrix flow soil surfactant. Ai = Alcoxylated Polyols, or equal. Packaged in 5 gallon containers, or equal.		<b>NO BID</b>	
24	1 ton ✕	Arena 0.5 Insecticide. Packaged in 25 pound granular containers, or equal.	#10580032 Arena .25G 30lb. Valent - manufacturer	\$1.65/lb.	\$3300.00
25	8 pounds	Drive 75 DF, Quinclorac SPC 75DF, packaged in 1 pound containers, or equal.	#83013620 Quinclorac 75DF Makhteshim Aganot - manufacturer North America	\$40.39/lb.	\$323.12
26	16 quarts ✕	Cleary's Chemical Antifoam, Dimethypolysiloxane 1.25% suspension, or equal.	#060727 Recede AntiFoam 16oz. Lesco - manufacturer	\$9.80/qt	\$156.80
27	15 gallons	Bio Sea, Sea weed extract, guaranteed analysis, 1-0-0, 0.5% magnesium, 0.2% Boron, 0.1% iron, 12 % cold processed sea weed, or equal.		<b>NO BID</b>	
TOTAL BID AMOUNT (shipping charges included)					\$37790.42

\* Alternate / Equal - labels enclosed.



**SIPCAM AGRO USA, INC.**

**ECHO<sup>®</sup> Zn**

## TURF AND ORNAMENTAL FUNGICIDE

ACTIVE INGREDIENT: Chlorothalonil (tetrachlorophthalonitrile) 38.5%

INERT INGREDIENTS: 61.5%

TOTAL 100.0%

Contains 4.17 Pounds Chlorothalonil Per Gallon (500 grams per liter)

**KEEP OUT OF REACH OF CHILDREN  
WARNING - AVISO**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

### FIRST AID

IF INHALED	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth to mouth if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
IF ON SKIN OR CLOTHING	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
IF IN EYES	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
IF SWALLOWED	<ul style="list-style-type: none"> <li>• Call a poison control center or doctor immediately for treatment advice.</li> <li>• Have affected person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told by a poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>

Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

Emergency phone numbers	(800) 424-9300 CHEMTREC (transportation and spills) (800) 900-8044 Poison Control Center (human health) (800) 345-4735 ASPCA (animal health)
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NOTES TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage. Persons having a temporary allergic reaction respond to treatment with antihistamines or steroid creams and/or systemic steroids.

See Inside Panel for Additional Precautionary Statements. Shake well before using.

**Net Contents: 2.5 gallons**

EPA REG. NO. 60063-4

ECHO is a registered trademark of  
Sipcam Agro USA, Inc.

MANUFACTURED FOR:  
**SIPCAM AGRO USA, INC.**  
300 COLONIAL CENTER HWY, SUITE 230  
ROSWELL, GA 30076

EPA EST. NO. 070989-AR-01

# FERTILIZER

# 22-0-16

# MESA<sup>®</sup>

P A T E N T E D

# expo

POTASSIUM  
SULFATE



## GUARANTEED ANALYSIS

Total Nitrogen (N) .....	22%
0.9% Ammoniacal Nitrogen	
4.0% Water Insoluble Nitrogen*	
11.6% Urea Nitrogen	
5.5% Other Water Soluble Nitrogen*	
Soluble Potash (K <sub>2</sub> O) .....	16%
Magnesium (Mg) .....	1.0%
0.2% Water Soluble Magnesium (Mg)	
Sulfur (S) .....	5.5%
5.5% Combined Sulfur (S)	
Iron (Fe) .....	2.0%
0.02% Water Soluble Iron (Fe)	
Manganese (Mn) .....	0.5%
0.07% Water Soluble Manganese	



F699

**22-52035**

Derived From: Ammonium Sulfate, Methylene Ureas, Urea, Sulfate of Potash, Magnesium Sulfate, Iron Sulfate, Manganese Sulfate.

Chlorine (Cl) not more than ..... 2.0%  
 \*9.5% Slowly available Nitrogen from Methylene Ureas.

**NOTICE:** This product contains the secondary nutrient iron. Iron may stain concrete surfaces and should not be applied on dry or water dampened concrete and should be removed from these areas promptly by sweeping or blowing. Do not wash off with water.

**FOR FLORIDA:** We recommend that you follow the Golf Course BMP's at:  
<http://www.dep.state.fl.us/water/nonpoint/docs/nonpoint/glfbmp07.pdf>

Information regarding the contents and levels of metals in this product is available on the Internet at:  
<http://www.regulatory-info-lebsea.com>

## Application Rates

To feed at the rate of 1 lb. Nitrogen (N) per 1,000 sq. ft., apply this product at 4.5 lbs per 1,000 sq. ft. or 198 lbs. per acre.  
 To feed at the rate of ½ lb. Nitrogen (N) per 1,000 sq. ft., apply this product at 2.3 lbs per 1,000 sq. ft. or 99 lbs. per acre.

### SUGGESTED SPREADER SETTINGS

06/23/09

Spreader	1#/1,000 sq. ft.	½#/1,000 sq. ft.	Spreader	1#/1,000 sq. ft.	½#/1,000 sq. ft.
LebanonTurf	4½	3	Lesco (letter/Numeric)	I/17	F/13
Andersons AccuPro	K	G	PennMulch HVD	K	G
Earthway Rotary	15	13	ProScape SS	K	G
Gandy	29	25	Spyker	4½	3
Lely	6 II	4½ II	Vicon (all models)	28	22

These settings were calibrated and field tested. However, age and condition of spreader, speed of operation and evenness of terrain may require slightly different settings for desired coverage.

## SPECIMEN LABEL

# 3336 WP

### TURF & ORNAMENTAL SYSTEMIC FUNGICIDE IN WATER SOLUBLE BAGS

For prevention and control of turf diseases and the diseases of annual and perennial flowers, bedding plants, foliage plants, ground covers, plus deciduous and evergreen trees and shrubs.

**GROUP 1 FUNGICIDE**

#### ACTIVE INGREDIENTS:

Thiophanate methyl (dimethyl 4,4'-o-phenylenebis[3- thioallophanate]) ..... 50%

OTHER INGREDIENTS ..... 50%

TOTAL .....100%

**KEEP OUT OF REACH OF CHILDREN**

## CAUTION

#### STATEMENT OF FIRST AID

- **IF INHALED:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
- **IF ON SKIN OR CLOTHING:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for further treatment advice.
- **IF IN EYES:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
- **IF SWALLOWED:** Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.
- Have the product container or label with you when calling a poison control center or doctor, or when going for treatment.

For 24-Hour Emergency Assistance Call Chemtrec 1-800-424-9300

#### PRECAUTIONARY STATEMENTS

##### HAZARDS TO HUMANS AND DOMESTIC ANIMALS.

- **Caution** -- Harmful if swallowed, absorbed through the skin or inhaled. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid breathing dust or spray mist. Wash thoroughly with soap and water after handling.

##### PERSONAL PROTECTION EQUIPMENT (PPE):

- **WPS USES:** Applicators and other handlers who handle this pesticide for any use covered by the Worker Protection Standard, 40 CFR Part 170, must wear: long-sleeved shirt, long pants, and shoes with socks.
- **NON-WPS USES:** Applicators and other handlers who handle this pesticide for any use NOT covered by the Worker Protection Standard, 40 CFR Part 170, should wear: long-sleeved shirt, long pants, and shoes with socks. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

**USER SAFETY RECOMMENDATIONS:** Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove PPE immediately after handling this product. As soon as possible, wash thoroughly and change into clean clothing.



**CLEARY CHEMICAL CORPORATION**  
178 RIDGE ROAD  
DAYTON, NJ 08810-1501

**EMERGENCY PHONE NUMBERS:**  
M-F 9AM-5PM ET  
800-524-1662 • 732-329-8399  
24 Hour CHEMTREC  
800-424-9300

Version: 7.25.05  
Accepted: 3.18.05  
Replaces: 5/99

EPA Reg. No. 1001-63

LESCO®

PULL HERE TO OPEN ►

# SPECTATOR™ Ultra 1.3

## Fungicide

*Broad-spectrum and systemic disease control for turf and ornamentals*

Active Ingredient:

Propiconazole: (CAS No. 60207-90-1) ..... 14.3%

Other Ingredients: ..... 85.7%

Total: ..... 100.0%

LESCO Spectator Ultra 1.3 contains a nominal 1.3 pounds of active ingredient per gallon.

EPA Reg. No. 100-741-10404 EPA Est. 39578-TX-1

Product of Switzerland Formulated in the USA

SCPPL-LES-741A-L2 0911  
4010560

## KEEP OUT OF REACH OF CHILDREN. WARNING/AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

See additional precautionary statements and directions for use inside booklet.

Item #

**49564**

**2 gallons (7.6L)**

Net Contents

4821-8585 03-01-12 SCP 01-03 (04-17-12)

LESCO Spectator Ultra 1.3 – 2 gal (7.6L) bkl/base – Mech/FPL

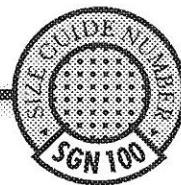
SCP 4821...

Print Size – Booklet: 5.75" wide X 4.25" high

Base: 6.75" wide X 4.25" high

Pantone Colors – Black, Pantone Orange 021

No. of pages – 24

**LebanonTurf****Country Club 18-3-18**Fertilizer with 65% CRN,  
SOP and 1.5% Iron

A premium, homogeneous, microgranular fertilizer based on Meth-Ex 40® methylene urea complex and produced by Lebanon Turf's Composite Technology® granulation process.

**GUARANTEED ANALYSIS****Total Nitrogen (N)..... 18%**

2.3% Ammoniacal Nitrogen

4.5% Water Insoluble Nitrogen

4.0% Urea Nitrogen

7.2% Other Water Insoluble Nitrogen

**Available Phosphate (P<sub>2</sub>O<sub>5</sub>)..... 3%****Soluble Potash (K<sub>2</sub>O)..... 18%**

Magnesium (Mg)..... 0.6%

0.6% Water Soluble Magnesium (Mg)

Sulfur (S)..... 7.0%

7.0% Combined Sulfur (S)

Iron (Fe)..... 1.5%

0.15% Water Soluble Iron (Fe)

Manganese (Mn)..... 0.5%

0.5% Water Soluble Manganese (Mn)

Chlorine (Cl) not more than..... 2.0%

**Derived from:** Ammonium Phosphate, Ammonium Sulfate, Methylene Ureas, Urea, Sulfate of Potash, Sulfate of Potash Magnesia, Ferric Oxide, Ferrous Sulfate, Manganese Sulfate

**Notice:** This product contains the secondary nutrient Iron which may stain concrete surfaces. To avoid discoloration, do not apply on dry or water dampened concrete and remove from these areas promptly after application by sweeping or blowing. Do not wash off with water.

**Uses & Features:**

Country Club 18-3-18 MicroGreens, produced by LebanonTurf's patented Composite Technology granulation process, is a high quality homogeneous fertilizer that has been specifically sized and formulated for greens and tees. It contains 11.7 units (65%) controlled-release nitrogen (4.5 units of WIN and 7.2 units of OWSN) for safety and persistence. Designed with a 1:1 N:K ratio, 18-3-18 also delivers magnesium, iron and manganese to help in health and vigor.

**Specifications:**

Product Number: 21-35509

Packaged: 50 LB. Bag, 48 bags/pallet

**Rates & Spreader Settings:**

Lbs N/M	Lbs per 1,000	Lbs Required for One Acre	Acres Per One Ton	Sq.Ft. Covered Per Bag	Product Required for 25 Acres
0.5	2.8	121	16.5	18,000	61 bags
.75	4.2	182	11.0	13,500	91 bags
1.0	5.6	242	8.3	9,000	121 bags

Suggested Spreader	Rates in Lbs/1,000 Sq. Ft.	
	5.6	2.8
ProScape® SS/PrizeLAWN® BF-1/SS/CBR III	L	G
PennMulch® HVO/PrizeLAWN® BF-HVO	L	G
Earthway Rotary	15	11
Lesco (letter dial/numeric dial)	1 / 17	E / 15
Scotts AccuPro 2000/SR-2000	K	F
Scotts R8A Rotary	L	H
Scotts R7X Rotary	G	F
Spyker Rotary	4.5	1.5

These settings were calibrated and field tested. However, age and condition of spreader, speed of operation, and evenness of terrain may require slightly different settings for desired coverage.

*Improving the Way Professionals Care for Turf*

www.LebanonTurf.com • 1-800-233-0628

*Always Read and Follow Label Directions*

**QUALI-PRO**

# Mefenoxam 2 AQ

## *Fungicide*

An aqueous flowable fungicide for the control of certain diseases in various turf, nursery, and ornamental crops caused by the Oomycete class of fungi.

Contains mefenoxam, the active ingredient used in Subdue MAXX®. Quali-Pro®

Mefenoxam 2 AQ is not manufactured or distributed by Syngenta Crop Protection, Inc.

**ACTIVE INGREDIENT:****% BY WT.**

Mefenoxam\*: (R)-2-[(2,6-dimethylphenyl) methoxyacetyl amino]propionic acid methyl ester . . . 22.5%

**OTHER INGREDIENTS:** . . . 77.5%

**TOTAL:** . . . 100.0%

\*Contains 2 lbs. active ingredient per gallon.

EPA Reg. No. 66222-216

## KEEP OUT OF REACH OF CHILDREN

## WARNING/AVISO

### PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

### WARNING

Causes substantial but temporary eye injury. Harmful if swallowed or absorbed through the skin. Do not get in eyes or on clothing. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

For additional precautionary, handling, and use statements, see inside of this booklet.

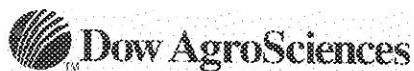
Manufactured for: **Makhteshim Agan of North America, Inc.**

3120 Highwoods Blvd, Suite 100 - Raleigh, NC 27604

13864; 13866; 13865; 13849

EPA 112310/032411/Rev C

# Specimen Label



**Fore<sup>®</sup> 80WP**  
Rainshield<sup>®</sup>

## Specialty Fungicide

\*Trademark of Dow AgroSciences LLC

### Product in Water-Soluble Packets

#### Active Ingredients

mancozeb: A coordination product of zinc ion  
and manganese ethylene bisdithiocarbamate ..... 80.0%

#### In which the ingredients are:

Manganese<sup>++</sup> ..... 16.00%  
Zinc<sup>++</sup> ..... 2.00%  
Ethylene bisdithiocarbamate  
ion (C<sub>2</sub>H<sub>4</sub>N<sub>2</sub>S<sub>2</sub>)<sup>--</sup> ..... 62.00%

Inert Ingredients ..... 20.0%  
Total ..... 100.0%

EPA Reg. No. 62719-388

### Keep Out of Reach of Children

## CAUTION

### Precautionary Statements

#### Hazards to Humans and Domestic Animals

May Cause Irritation Of Nose, Throat, Eyes And Skin

Do not breathe dust or spray mist.

#### Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for category "A" on an EPA chemical resistance category selection chart.

#### Applicators and other handlers (other than mixers and loaders) must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of any waterproof material
- Shoes plus socks

#### Mixers and loaders must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of any waterproof material
- Shoes plus socks
- Protective eyewear
- Chemical-resistant apron when cleaning equipment, mixing or loading

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use enclosed cabs or aircraft in a manner that meet the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

### User Safety Recommendations

#### Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

### First Aid

**If inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

**If in eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

**If on skin or clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**If swallowed:** Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

**Hot Line Number:** Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-992-5994 day or night, for emergency treatment information.

### Environmental Hazards

This pesticide is toxic to fish. Drift and runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. For terrestrial uses, do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters or disposing of wastes.

**Notice:** Read the entire label. Use only according to label directions.

**Before using this product, read Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies elsewhere on this label. If terms are unacceptable, return at once unopened.**



For Professional Use

SPECIMEN LABEL

# Spectro 90<sup>TM</sup>WDG

## TURF & ORNAMENTAL FUNGICIDE

For the prevention and control of fine turf diseases and diseases of annual and perennial flowers, bedding plants, foliage plants, ground covers, plus deciduous and evergreen trees and shrubs.

### ACTIVE INGREDIENTS:

Chlorothalonil (tetrachloroisophthalonitrile) ..... 72%  
Thiophanate methyl (dimethyl 4,4-o-phenylenebis-[3- thioallophanate]) ..... 18%

**OTHER INGREDIENTS** ..... 10%

**TOTAL** ..... 100%

**KEEP OUT OF REACH OF CHILDREN**

**DANGER - PELIGRO**

See side panel for additional precautionary statements.

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.

(If you do not understand the label, find someone to explain it to you in detail.)

### STATEMENT OF FIRST AID

- **IF IN EYES:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
- **IF INHALED:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
- **IF SWALLOWED:** Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.
- **IF ON SKIN OR CLOTHING:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
- **NOTE TO PHYSICIANS:** Probable mucosal damage may contraindicate the use of gastric lavage. No specific antidote is available. All treatments should be based on observed signs and symptoms of distress in the patient. Overexposure to materials other than this product may have occurred. Persons having temporary skin irritation may respond to treatment with antihistamines or steroid creams and/or systemic steroids.

### PRECAUTIONARY STATEMENTS

#### HAZARDS TO HUMANS AND DOMESTIC ANIMALS.

- **Danger** – Corrosive, causes irreversible eye damage. May be fatal if inhaled. Harmful if swallowed or absorbed through skin. Do not get in eyes or on clothing or skin. Wear goggles or face-shield when handling. Do not breathe dust or spray mist. Avoid prolonged contact with skin. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Note to User: This product may produce mild bronchial irritation and temporary irritation of the skin characterized by redness or rash on exposed skin areas. Affected persons should consult a physician.

#### PERSONAL PROTECTION EQUIPMENT (PPE):

- **WPS USES:** Mixers, Loaders, Applicators and all other handlers who handle this pesticide for any use covered by the Worker Protection Standard (40 CFR Part 170), must wear:



**CLEARY CHEMICAL CORPORATION**  
178 RIDGE ROAD  
DAYTON, NJ 08810-1501

**EMERGENCY PHONE NUMBERS:**  
M-F 9AM-5PM ET  
800-524-1662 • 732-329-8399  
24 Hour CHEMTREC  
800-424-9300

EPA Reg. No. 1001-72

Version: 9.1.05  
Accepted: 3.24.04  
Replaces: 10.29.02

**QUALI-PRO**

# Tebuconazole 3.6F

## *Foliar Fungicide*

### **TURF AND ORNAMENTAL USES\***

\*Not for use in California

### **ACTIVE INGREDIENT:**

**% BY WT.**

Tebuconazole: alpha-[2-(4-chlorophenyl)ethyl]-alpha-(1,1-dimethylethyl)-1H-1,2,4-triazole-1-ethanol . . . . . 38.7%

**OTHER INGREDIENTS:** . . . . . 61.3%

**TOTAL:** . . . . . 100.0%

Contains 3.6 pounds tebuconazole per gallon

EPA Reg. No. 66222-117

EPA Est. No. 37429-GA-001<sup>BT</sup>; 37429-GA-002<sup>BO</sup>

Letter(s) in lot number correspond(s) to superscript in EPA Est. No.

## **KEEP OUT OF REACH OF CHILDREN**

## **CAUTION**

For additional precautionary, handling, and use statements,  
see inside of this booklet.

Manufactured for: **Makhteshim Agan of North America, Inc.**  
4515 Falls of Neuse Road, Suite 300 • Raleigh, NC 27609

13931

EPA 032411/Rev A

## **Net Contents: 1 Gallon**

# LESCO® TRACKER® WS

## Spray Indicator Dye in Water Soluble Packets

Keep out of Reach of Children  
**CAUTION**  
Read All Directions Before Using

### PRECAUTIONARY STATEMENTS

May cause temporary skin or eye irritation. In case of accidental eye contact, flush eyes with water. If irritation persists, obtain medical attention. Wash exposed skin areas with soap and water. See below for directions for use.

### GENERAL INFORMATION

LESCO Tracker WS is not for use on food crops. It is not recognized or regulated as a pesticide by the Office of Pesticides and Toxic Substances of the U.S. Environmental Protection Agency according to 40 CFR 180.1001 for use on non-crop vegetation.

### DESCRIPTION

LESCO Tracker WS is a non-hazardous indicator dye added to spray tank mixes to properly identify areas covered with the spray pattern to improve accuracy in applying expensive fertilizers and/or pesticides. The dye is water soluble and will not stain. The temporary color disappears with rain, dew, irrigation or sunlight. This product is inert and will not react with commonly used tank mix products.

### DIRECTIONS FOR USE

LESCO Tracker WS is a blue dye spray indicator which is added to the tank after all products have been mixed. It will not affect the performance of turf fertilizers and/or pesticides. This dye is completely water soluble and disperses quickly in agitated tanks.

### Recommended Applications on Turf:

Use 1 - 2 water soluble packets per 50 gallons of spray

mix. Desired rates may vary depending upon the turf height and color, and spray application volume per acre.

### Hydro-Seeding Rates

1 packet Tracker WS per 500 gallons. These rates should be adjusted if a pre-colored hydro-mulch material or tackifier is used.

This carton contains 4 separate protective outer bags, each containing 10 LESCO Tracker WS packets. Outer protective bags are not water soluble. Do not allow packets to become wet prior to adding to spray tank. Do not handle with wet hands or gloves. Do not handle packet excessively since this may cause them to break open. Re-seal outer bag to protect unused packets.

### MIXING DIRECTIONS

For paddle, sparger, and bypass agitation systems:

1. Fill the spray tank 1/2 full of water/solution. For paddle agitation systems, paddles should be covered with water.
2. Activate agitation systems.
3. Add required number of water soluble packets to obtain desired color concentration (see chart for recommended rates).
4. Complete filling tank while the packets dissolve and LESCO Tracker WS disperses.
5. Before beginning to spray, make sure LESCO Tracker WS has properly dispersed and water soluble packets are dissolved.

Note: Depending on water temperature and degree of agitation, the packets and the LESCO Tracker WS should be completely dispersed within approximately six minutes from the time when added to the water/solution.

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Target Area	Packets mixed per 50 Gal/200 ltr
Greens	1
Fairways/Lawns	1 - 2
Roughs, etc.	1 - 2

### WARRANTY

LESCO warrants that this product, when used in accordance with label directions under normal conditions, is reasonably fit for its intended purposes. Since timing; method of application; weather, plant and soil conditions; mixture with other chemicals; and other factors affecting the use of this product are beyond our control, no warranty is given concerning the use of this product contrary to label directions or under conditions which are abnormal or not reasonably foreseeable. The user assumes all risks of any such use.

Carton net weight approx.  
4.9 lbs/2.2 kg.

Item #  
031775



Net Contents: 40 - 1.9 oz./58g WS Packets #031775

LESCO • 1301 East 9th Street • Cleveland, OH 44114-1849

3BOX000061 rev 4/09

GROUP

4A

INSECTICIDE



# Arena®

## 0.25G INSECTICIDE<sup>1</sup>



**FOR SYSTEMIC INSECT CONTROL  
IN TURFGRASS, SOD FARMS,  
LANDSCAPE ORNAMENTALS,  
INTERIOR PLANTSCAPES AND  
NON-BEARING FRUITS AND  
NUTS (IN LANDSCAPES).**

Active Ingredient	By Wt.
*Clothianidin.....	0.25%
Other Ingredients.....	99.75%
Total.....	100.00%
*(E)-1-(2-chloro-1,3-thiazol-5-ylmethyl)- 3-methyl-2-nitroguanidine.	

EPA Reg. No. 59639-157

EPA Est. No. 39578-TX-01®, 67545-AZ-01®

Superscript is first letter in lot number.

**KEEP OUT OF REACH OF CHILDREN****CAUTION**

SEE BELOW FOR ADDITIONAL  
PRECAUTIONARY STATEMENTS.

**PRECAUTIONARY STATEMENTS****HAZARDS TO HUMANS AND DOMESTIC ANIMALS  
CAUTION**

Causes moderate eye irritation. Harmful if swallowed, absorbed through skin or inhaled. Avoid contact with eyes, skin or clothing. Avoid breathing spray mist. Wash thoroughly with soap and water after handling.

**FIRST AID**

**If in eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

(continued)

**FIRST AID (continued)**

**If swallowed:** Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

**If on skin or clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**If inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

**HOT LINE NUMBER**

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact **800-892-0099** for emergency medical treatment information.

**PERSONAL PROTECTIVE EQUIPMENT (PPE):**

Some of the materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.

**Applicators and other handlers must wear:** long-sleeved shirt and long pants, shoes plus socks, chemical-resistant gloves made of any waterproof material such as polyethylene or polyvinyl chloride.

Follow the manufacturer's instructions for cleaning/maintaining PPE. If there are no instructions for washables available, use detergent and hot water. Keep and wash PPE separately from other laundry.

**ENGINEERING CONTROLS**

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

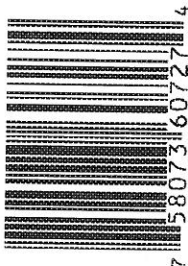
**IMPORTANT:** When reduced PPE is worn because a closed system is being used, handlers must be provided all PPE specified above for "applicators and other handlers" and have such PPE immediately available for use in an emergency, such as a spill or equipment break-down.

# LESCO®

## Recede™

### Liquid Antifoam

- Prevents Unwanted Foaming During Applications
- Controls Existing Foam in Spray Tanks
- Convenient Squeeze Bottle Application



NET CONTENTS: 16 fl. oz.  
#060727

LESCO, Inc. • 1301 East 9th Street • Cleveland, OH 44114-1849

#### DESCRIPTION

LESCO Recede is specifically designed to control unwanted foaming during spray applications including recirculating sprayers and other high agitation equipment. LESCO Recede is extremely effective at controlling existing foam on contact as well as preventing additional formation of foam.

LESCO Recede is a Polydi-methylsiloxane approved for use as a spray adjuvant under 40 CFR 180.1001 (c) at labeled rates.

#### DIRECTIONS FOR USE:

**TO PREVENT FOAMING:** Squirt LESCO Recede directly into liquid.

**TO CONTROL EXISTING FOAM:** Stop tank agitation, if possible. Squirt LESCO Recede across the surface of the foam head. Use sparingly. A small amount of LESCO Recede is usually sufficient to reduce most foams to acceptable levels.

**CLOSED SYSTEM USE:** LESCO Recede must be used in a manner which complies with the requirements for closed system handling. Use LESCO Recede before closing system.

Keep Out of Reach of Children

**CAUTION**

Read All Directions Before Using

#### PRECAUTIONARY STATEMENTS

May cause temporary skin or eye irritation.

In case of accidental eye contact, flush eyes with water. If irritation persists, obtain medical attention. Wash exposed skin areas with soap and water.

**WARRANTY** LESCO warrants that this product, when used in accordance with label directions under normal conditions, is reasonably fit for its intended purposes. Since timing, method of application, weather, plant and soil conditions, mixture with other chemicals, and other factors affecting the use of this product are beyond our control, no warranty is given concerning the use of this product contrary to label directions or under conditions which are abnormal or not reasonably foreseeable. The user assumes all risks of any such use.

3BTL000091 4/08

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Recede is a trademark of LESCO, Inc.

# 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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: 10-06-14

Title: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: John Deere LandscapesAuthorized Signature: [Signature] Date: 10-06-14State of OhioCounty of Cuyahoga to-wit:Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of October, 2014.My Commission expires 2/22/2016, 20  .

AFFIX SEAL HERE

**MONIQUE POTTS**  
Notary Public - State of OHIO  
Recorded in Cuyahoga County  
My Commission Expires 2/22/2016

