



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 3

List View

General Information Contact Default Values Discount Document Information

Procurement Folder: 271701

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0603

Vendor ID: 000000180460 

SO Doc ID: ADJ1700000007

Legal Name: SITEONE LANDSCAPE SUPPLY LLC

Published Date: 11/22/16

Alias/DBA:

Close Date: 11/30/16


Total Bid: \$0.00

Close Time: 13:30

Response Date: 11/30/2016 

Status: Closed

Response Time: 9:04

Solicitation Description: Addendum No. 1 - ICE MELT AND UREA 

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 271701
Solicitation Description : Addendum No. 1 - ICE MELT AND UREA
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-11-30 13:30:00	SR 0603 ESR11301600000002461	1

VENDOR
000000180460 SITEONE LANDSCAPE SUPPLY LLC

Solicitation Number: CRFQ 0603 ADJ1700000007

Total Bid : \$0.00 **Response Date:** 2016-11-30 **Response Time:** 09:04:11

Comments: 0% Net 30

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	SNOW AND ICE MELTING CHEMICALS AND UREA	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description : IF VENDOR IS SUBMITTING AN ELECTRONIC BID:
Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

Comments: Please see the attached. Pricing is on Exhibit A.



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 271701

Doc Description: Addendum No. 1 - ICE MELT AND UREA

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-22	2016-11-30 13:30:00	CRFQ 0603 ADJ1700000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

SiteOne Landscape Supply
 Bids • 1385 East 36th Street
 Dept. • Cleveland, Ohio 44114

Local Branch •

Site One Landscape Supply
 960 Claycraft Rd.
 Gahanna, OH 43230

216-706-9250 ext. 2550

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN #

36-4485550

DATE

11-29-16

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

ADDITIONAL INFORMATION:

Addendum No. 1 - To respond to vendor questions. See attached pages. The bid opening remains on 11/30/2016 at 1:30 pm.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25311	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SNOW AND ICE MELTING CHEMICALS AND UREA	0.00000	EA	<i>Please see Exhibit A</i>	

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description :

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WWOasis, complete the Excel pricing page, and upload into WWOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-11-21

ADJ1700000007	Document Phase Final	Document Description Addendum No. 1 - ICE MELT AND UREA	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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:

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.

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 21, 2016 at 4:00 PM EST

Submit Questions to: Crystal Rink, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: crystal.g.rink@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: Crystal Rink
SOLICITATION NO.: CRFQ ADJ1700000007
BID OPENING DATE: November 30, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ^{N/A} convenience copies of each to the Purchasing Division at the address shown above. Additionally, 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: November 30, 2016 at 1:30 PM EST

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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ award _____ and extends for a period of One (1) _____ 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-six (36) 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. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. 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.

8. 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.

9. 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.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
N/A

for N/A

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.

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

12. 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.

13. 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.

14. 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.

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

17. 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.

18. 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 § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

21. 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 laws, regulations, and ordinances.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

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

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

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

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

37. 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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 heath, 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.

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

Molly Varous, Senior Bids Rep.
(Name, Title)

Molly M. Varous
(Printed Name and Title)

Bids Dept.: 1385 East 36th Street Cleveland, OH 44114
(Address)

Ph: 216-706-9250 ext. 2550 / Fax: 248-581-1433
(Phone Number) / (Fax Number)

bids@SiteOne.com
(email address)

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

SiteOne Landscape Supply

(Company)

Molly M Varous

(Authorized Signature) (Representative Name, Title)

MOLLY VAROUS, Senior Bids Rep.
(Printed Name and Title of Authorized Representative)

11-29-16

(Date)

Ph: 216-706-9250 ext. 2550 / Fax: 248-581-1433
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ1700000007

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

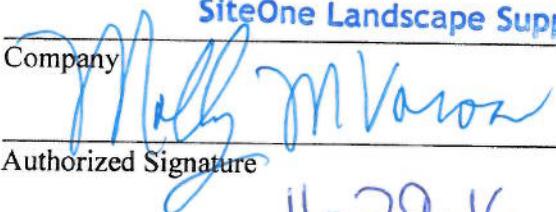
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Company SiteOne Landscape Supply

Authorized Signature 

Date 11-29-16

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

SOLICITATION NUMBER: CRFQ – ADJ1700000007
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ1700000007 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Responses to vendor questions attached.
2. The bid opening remains on 11/30/2016 at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

ATTACHMENT A

**Vendor Questions for CRFQ 0503 ADJ1700000007
Ice Melt and Urea**

1. The estimated quantity for Ice melt is 1000 each and the estimated quantity for Urea is 320 each. Is that 1000 bags each per region, per county, or per the addresses listed? Same question for Urea.

Answer) The estimated quantities for Ice Melt of 1000 each and for Urea of 320 each, are the total estimated quantities for ALL locations combined, for the entire state, for our agency. However, please keep in mind that these numbers are simply estimates provided to allow vendors to bid and establish pricing, and could increase or decrease depending on the weather conditions during the life of the contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ1700000007

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

SiteOne Landscape Supply

Company
Molly McVaron

Authorized Signature
11-29-16

Date

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

REQUEST FOR QUOTATION
CRFQ ADJ1700000007
SNOW AND ICE MELTING CHEMICALS AND UREA

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia National Guard, Construction and Facilities Management Office to establish an open-end contract for Snow and Ice Melting Chemicals and Urea to be used at National Guard facilities across the state.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State With goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Contract Item #1- Safe Step Pro Series 370 Econo Blend Blue Ice Melter or equal**
 - 3.1.1.1 Ice melt product must be environmentally safe and not cause harm to aquatic species and vegetation.
 - 3.1.1.2 Ice melt product must contain a corrosion inhibitor to reduce potential damage to metal and concrete surfaces.
 - 3.1.1.3 Ice melt product must be active and effective to a minimum temperature of 0 degrees F (-18 degrees C).

REQUEST FOR QUOTATION
CRFQ ADJ1700000007
SNOW AND ICE MELTING CHEMICALS AND UREA

3.1.1.4 Ice melt product must be provided in 50-pound bags, and vendor must ship and/or deliver product in less than full pallet quantities if requested.

3.1.1.5 Vendors submitting products to be considered as "or equal" should provide manufacturer's Material Safety Data Sheet (MSDS) with bid submission. Data sheets must be received prior to award.

3.1.2 Contract Item #2- Urea 46-0-0 CAS Number 57-13-6 or equal

3.1.2.1 Urea must contain the following active ingredients- Urea CAS # 57-13-6/ 96.6-97.6 %, Biuret (H₂NCONHCONH₂) CAS # 108-19-0/ 1.0-1.5%, Water CAS # 7732-18-5/0.1-0.4%.

3.1.2.2 Urea must be non-Chloride and non-corrosive to metals.

3.1.2.3 Urea must be provided in 50-pound bags, and vendor must ship and/or deliver product in less than full pallet quantities if requested.

3.1.2.4 Vendors submitting products to be considered as "or equal" should provide manufacturer's Material Safety Data Sheet (MSDS) with bid submission. Data sheets must be received prior to award.

4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by entering their price per #50LB bag for Ice Melt for Contract Item No. 3.1.1 (**this price must include all freight, shipping and handling charges**) then extend that price per the estimated quantity noted on the pricing page. The vendor must state a unit price and extend it for both Standard 3-5 day delivery as well as for Emergency 2 day delivery for Contract item No. 3.1.1. Vendor must also enter their price per 50-pound bag for Urea for Contract Item No. 3.1.2 (**this price must include all freight, shipping and handling charges**) then

REQUEST FOR QUOTATION
CRFQ ADJ170000007
SNOW AND ICE MELTING CHEMICALS AND UREA

extend that price per the estimated quantity noted on the pricing page. The vendor must state a unit price and extend it for both Standard 3-5 day delivery as well as for Emergency 2 day delivery for Contract item No. 3.1.2. Vendor must then total the four (4) extended line amounts and enter the grand total cost in the space provided. The grand total will be utilized to determine the low bidder and the contract award as noted in Section 4.1 Contract Award. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Pricing Page "Exhibit A" and other required documents may be completed and uploaded to the solicitation page in wvOASIS or returned in written form to the purchasing division.

The Pricing Pages (Exhibit A) contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied and these estimates are for contract award purposes only and may not be an exact quantity of any item to be ordered.

PLEASE READ THIS SECTION IN ITS ENTIRETY:
IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

Vendor may request electronic copy of Pricing Page by emailing buyer at Crystal.G.Rink@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION
CRFQ ADJ170000007
SNOW AND ICE MELTING CHEMICALS AND UREA

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within three to five (3 to 5) working days after orders are received. Vendor shall deliver emergency orders within two (2) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
CRFQ ADJ1700000007
SNOW AND ICE MELTING CHEMICALS AND UREA

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 6.6 Delivery Locations:** Please see attached Exhibit B for a list of delivery locations across the state. The list is divided into 4 Regions, the counties in each Region are listed first, then, each delivery location is listed by county.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

**REQUEST FOR QUOTATION
CRFQ ADJ1700000007
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7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Bids Department
Telephone Number: 800-321-5325 ext. 2550
Fax Number: 248-581-1433
Email Address: bids@SiteOne.com

EXHIBIT A

CRFQ ADJ1700000007 - WV NATIONAL GUARD ICE MELTER & UREA

PRICING PAGE

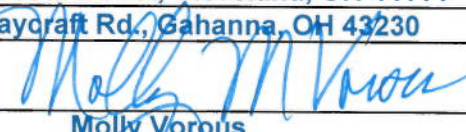
CONTRACT ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Item No. 3.1.1	Safe Step Pro Series 370 Econo Blend Blue Ice Melter (or Equal)			
	Mfg. Kissner - Stop Ice Model No. 091623			
	Pounds per Bag: 50 Bags per skid/pallet: 49			
	Standard (3-5) Business Day Delivery	882 Each	\$7.25	\$6,394.50
		(Truckload)	per 50 lbs.	
	Emergency (2) Business Day Delivery	98 Each	\$8.75	\$857.50
		(2 Pallets)	per 50 lbs.	
Item No. 3.1.2	UREA 46-0-0 CAS Number 57-13-6 (or Equal)			
	Mfg. Lesco - 46-0-0 Model No. 098525			
	Pounds per Bag: 50 Bags per skid/pallet: 40			
	Standard (3-5) Business Day Delivery	320 Each	\$16.56	\$5,299.20
			per 50 lbs.	
	Emergency (2) Business Day Delivery	40 Each	\$18.06	\$722.40
			per 50 lbs.	
	Freight / Delivery Costs to be included in unit prices quoted	GRAND TOTAL		\$13,273.60
	Bidder / Vendor Name: SiteOneLandscape Supply	Phone: 216-706-9250 ext. 2550		
	Address:	Fax: 248-581-1433		
	Bids Dept.: 1385 East 36th Street, Cleveland, OH 44114	E-mail: bids@siteone.com		
	Local Branch: 960 Claycraft Rd., Gahanna, OH 43230			
	Authorized Signature:  Molly Vorous	Title: Senior Bids Representative		

Exhibit B

REGION I

Brooke	Monongalia
Calhoun	Ohio
Doddridge	Pleasants
Gilmer	Richie
Hancock	Tyler
Harrison	Wetzel
Marion	Wirt
Marshall	Wood

REGION II

Boone	Mason
Cabell	Mingo
Jackson	Putnam
Kanawha	Roane
Lincoln	Wayne
Logan	

REGION III

Barbour	Morgan
Berkeley	Pendleton
Grant	Preston
Hampshire	Randolph
Hardy	Taylor
Jefferson	Tucker
Lewis	Upshur
Mineral	

REGION IV

Braxton	Nicholas
Clay	Pocahontas
Fayette	Raleigh
Greenbrier	Summers
McDowell	Webster
Mercer	Wyoming
Monroe	

Exhibit B

REGION I

Harrison	5 Armory Road, Clarksburg, WV 26301
	1000 Fixed Wing Drive, Bridgeport, WV 26330
	2265 West Main Street, Salem, WV 26424
Marion	201 Artillery Drive, Fairmont, WV 26554
Marshall	1501 9th Street, Moundsville, WV 26041
Monongalia	90 Army Band Way, Morgantown, WV 26505
Ohio	538 Girty's Point Road, Wheeling, WV 26003
Wood	285 Aviation Drive, Williamstown, WV 26187
	1500 Blizzard Drive, Parkersburg, WV 26101
	387 Aviation Drive, Williamstown, WV 26187

REGION II

Cabell	800 Virginia Avenue, Huntington, WV 25704
Jackson	8832 Pt. Pleasant Road, Millwood, WV 25262
Kanawha	1707 Coonskin Drive, Charleston, WV 25311
	100 Memorial Tunnel Place, Gallagher, WV 25083
	605 26th Street, Dunbar, WV 25064
	5 Armory Way, St. Albans, WV 25177
	1679 Coonskin Drive, Charleston, WV 25311
	(WV Air Guard)
Logan	361 22 Mine Road, Holden, WV 25625
Mason	4194 Ohio River Road, Pt. Pleasant, WV 25550
Putnam	110 Army/Navy Drive, Red House, WV 25168

Exhibit B

Putnam 111 Army/Navy Drive, Red House, WV 25168

Wayne 2194 Booth Drive, Kenova, WV 25330

REGION III

Berkeley 2096 Kelly Island Road, Martinsburg, WV 25401

222 Sabre Jet Blvd, Martinsburg, WV 25405 (WV Air Guard)

Hardy 157 Freedom Way, Moorefield, WV 26836

Preston 1001 Army Road, Camp Dawson, Kingwood, WV 26537

12597 River Road, Kingwood, WV 26537

Randolph 201 Caisson Drive, Belington, WV 26250

Upshur 929 Brushy Fork Road, Buckhannon, WV 26201

50 Armory Road, Buckhannon, WV 26201

REGION IV

Braxton 62 John O. Frame Drive, Gassaway, WV 26624

Fayette 409 Wood Mountain Road, Glen Jean, WV 25846

Greenbrier 635 Industrial Park Road, Maxwelton, WV 24957

McDowell 600 Stewart Street, Welch, WV 24801

Mercer 2915 Old Bramwell Road, Bluefield, WV 24701

Nicholas 3 Armory Way, Summersville, WV 26651

State of West Virginia VENDOR PREFERENCE CERTIFICATE *None*

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: SiteOne Landscape Supply
Date: 11-29-16

Signed: *[Signature]*
Title: Senior Bids Rep.

RFQ No. 0603
ADJ1700000007

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 exceed 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: SiteOne Landscape Supply

Authorized Signature: [Signature] Date: 11-29-16

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 29th day of November, 2016

My Commission expires _____, 20____.

MONIQUE POTTS
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires _____
NOTARY PUBLIC
2/22/2021

[Signature]
Purchasing Affidavit (Revised 07/01/2012)

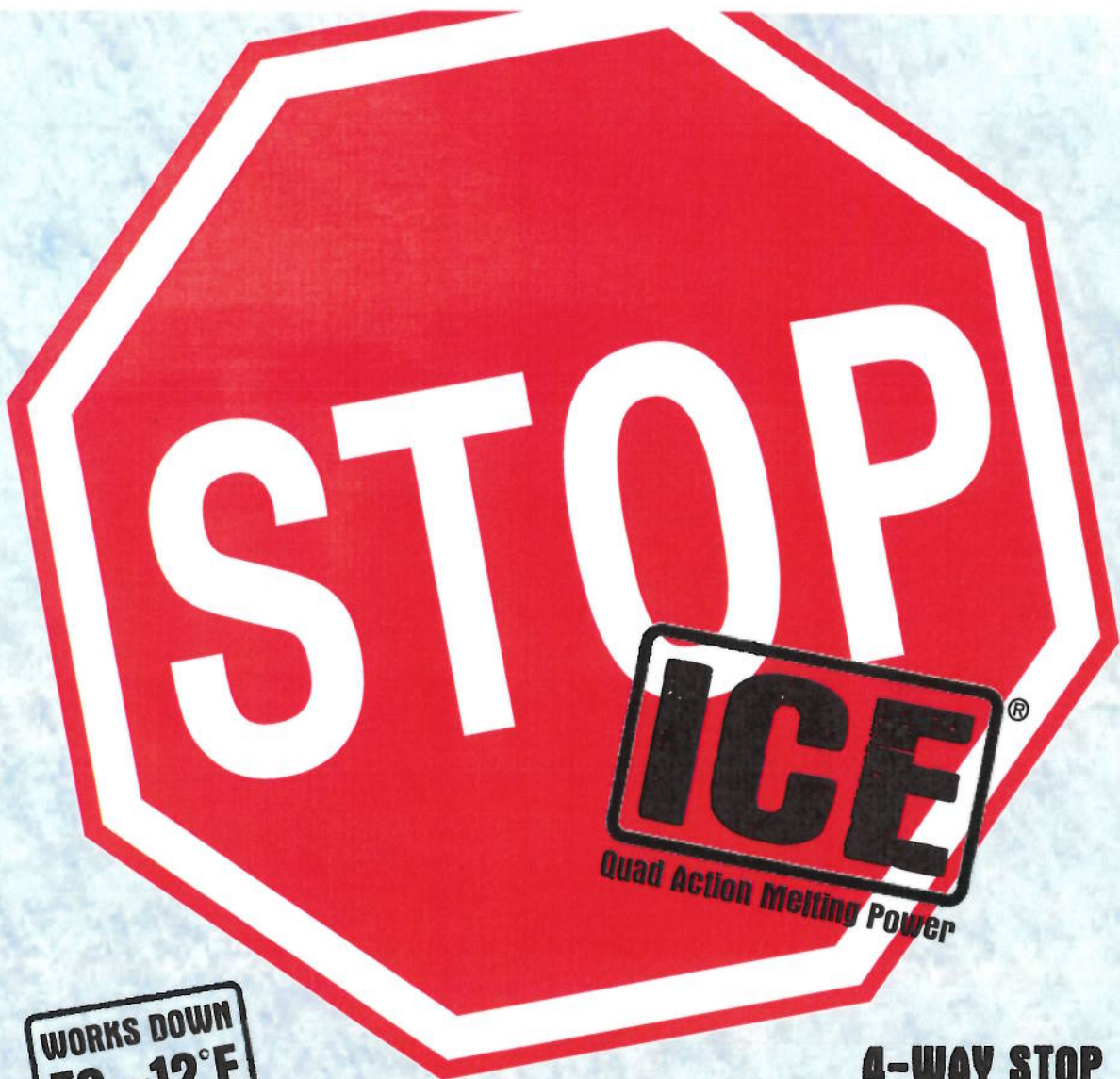


EXHIBIT A

CRFQ ADJ1700000007 - WV NATIONAL GUARD ICE MELTER & UREA

PRICING PAGE

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	Bidder / Vendor Name: SiteOneLandscape Supply	Phone:	216-706-9250 ext. 2550	
	Address:	Fax:	248-581-1433	
	Bids Dept.: 1385 East 36th Street, Cleveland, OH 44114	E-mail:	bids@siteone.com	
	Local Branch: 960 Claycraft Rd., Gahanna, OH 43230			
	Authorized Signature:	Title:	Senior Bids Representative	
	Molly Vorous			



**WORKS DOWN
TO -12°F**

**4-WAY STOP
ICE MELTER**

STOP ICE AND SNOW IN ITS TRACKS!

- Safer removal of ice and snow*
- Easy to use and no protective clothing necessary
- Reduced damage to vehicles and equipment*
- Long lasting formulation with fast melting extenders
- Less harmful to plants and vegetation*
- Less damage to wood and concrete*
- Contains: Sodium Chloride, Potassium Chloride, Calcium Chloride, Magnesium Chloride

*when used as directed

The Kissner Group

M.S.D.S.

STOP-Ice® Ice Melter

1 - GENERAL INFORMATION

TRADE NAME: STOP-Ice® Ice Melter
CONTACT: The Kissner Group
32 Cherry Blossom Road
Cambridge, Ontario N3H 4R7
Ph. (800) 434-4248
Fax (877) 434-8250
DATE ISSUED: July, 2011

2 - HAZARDOUS IDENTIFICATION

Appearance: White to off-white crystals. Odorless. Colored Green.
Eye: May cause slight eye irritation. Dust may cause severe eye irritation with corneal injury. Effects may be slow to heal.
Skin: Short single exposure not likely to cause significant skin irritation. Prolonged or repeated exposure may cause skin irritation. May cause more severe response if skin is abraded.
Ingestion: Single dose oral toxicity is considered to be low. Small amounts swallowed incidental to normal handling operations are not likely to cause injury; swallowing amounts larger than that may cause injury. Ingestion may cause gastrointestinal irritation or ulceration.

3 - FIRST AID

Eyes: Irrigate with flowing water immediately and continuously for 15 minutes. Consult medical personnel.
Skin: Wash off in flowing water.
Ingestion: If swallowed, seek medical attention. Do not induce vomiting unless directed by medical personnel.
Inhalation: Remove to fresh air if effects occur. Consult physician.

4 - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT: Not Applicable
EXTINGUISHING MEDIA: Not Applicable

The Kissner Group

M.S.D.S.

STOP-Ice® Ice Melter

SPECIAL FIREFIGHTING

PROCEDURES/EQUIPMENT: Not Applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS: None

Protective Equipment for Firefighters:..... Wear positive pressure, self-contained breathing apparatus (SCBA) and full protective firefighting clothing (includes firefighting helmet, coat, pants, boots and gloves.)

5 - ACCIDENTAL RELEASE MEASURES

Protect People:

Isolate area. Avoid contact with eyes and skin. May be a slipping hazard. Stop leak if it can be done safely. Wash exposed body areas thoroughly after handling. Use appropriate safety equipment.

Protect the Environment:

For small spills: Losses incidental to correct application of this product in its intended uses are not expected to be harmful to the environment.

For large spills:..... Avoid contamination of drinking water, natural water, ground water or any waterway. Losses incidental to correct application of this product in its intended uses are not expected to be harmful to the environment.

Clean-Up:

For small spills: Contain spill if possible. Collect material in suitable and properly labeled containers. Flush residue with plenty of water.

For large spills:..... Dike and transfer to suitable and properly labeled containers. Flush residue with plenty of water.

6 - HANDLING AND STORAGE

Handling:..... Use cool water when dissolving or diluting.

Storage:..... Keep containers tightly closed when not in use. Store in a dry place. Protect from atmospheric moisture.

7 - EXPOSURE CONTROLS PERSONAL PROTECTION

Eye/Face Protection: Use safety glasses. For dusty operations, wear chemical goggles.

Skin Protection: For brief contact, no precautions other than clean, body-covering clothing should be needed. Use protective clothing impervious to this material and its components. If hands are cut

The Kissner Group

M.S.D.S.

STOP-Ice® Ice Melter

or scratched or sensitive to deicing chemicals, use gloves impervious to this material.

Respiratory Protection: In dusty applications or atmospheres, use an approved dust respirator.

8 - PHYSICAL AND CHEMICAL PROPERTIES

White to off-white crystals. Odorless. Colored Green.

Stability: Stable. Hygroscopic.

9 - OTHER IMPORTANT INFORMATION

Do not dump into sewers, on the ground or into any body of water. Follow application directions found on the package.

Incompatibility with other materials: corrosive to some metals. Avoid contact with metals such as: brass, mild steel, aluminum or any ferrous metal. Flammable hydrogen may be generated from contact with metals such as zinc or sodium. Avoid contact with sulfuric acid.

Strong oxidizing agents will release chlorine. Liberates chlorine upon thermal decomposition. For disposal of this material as a waste, act in accordance with all applicable local, state and federal waste management regulations.

This product is not regulated by D.O.T. when shipped domestically by land. To the best of our knowledge, this product contains no chemical subject to SARA Title III Section 313 supplier notification requirements.

Consult MSDS sheets for sodium chloride, potassium chloride and urea for additional information.

The Kissner Group

M.S.D.S.

STOP-Ice® Ice Melter

10 – PREPARATION INFORMATION

Prepared by: J. Browes
Emergency Phone No.: (613) 996-6666 (Canutec)
Date July, 2011

Disclaimer: THE KISSNER GROUP believes the information contained on this MSDS sheet to be accurate: However, the data and information are presented without any representation of warranty, expressed or implied, regarding the accuracy or correctness. Once this product leaves the property of THE KISSNER GROUP, the conditions or methods of handling, storage, use and disposal are beyond the control and knowledge of THE KISSNER GROUP. For this and other reasons, THE KISSNER GROUP does not assume responsibility and expressly disclaims any liability for loss, damage, injury or expense arising out of or in any way connected with the handling, storage, use or disposal of this product. Follow all instructions found on package.

LESCO® 46-0-0

LESCO® PROFESSIONAL TURF FERTILIZER

For use in Rotary Spreaders Only

The product is suitable for spreadable applications SGN 250
50 lb COVERS 23,000 sq ft

DIRECTIONS FOR USE: This LESCO product is a professional quality turf fertilizer for use on all lawn areas. The best results with this product are obtained when it is applied to actively growing grass, and watered into the turf soon after application. Avoid mowing immediately following application to prevent pick-up.

For best results, sweep or blow the fertilizer off walks and painted surfaces following application to avoid discoloration.

Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden and sweep any product that lands on the driveway, sidewalk or street, back onto your lawn/garden.

Recommended applications are at the rate of one pound of nitrogen per 1,000 sq ft. Actual rates and timing of applications will vary with weather, soil and turf conditions.

According to state law in Maryland, this product may not be applied at an application rate of more than 0.7 lbs. Nitrogen per 1,000 sq. ft.

For additional LESCO, Inc. product assistance call 1-800 347-4272.

COVERAGE: 50 pounds of LESCO 46-0-0 Fertilizer covers approximately 23,000 sq ft at the application rate of one pound of nitrogen (2.17 pounds of fertilizer) per 1,000 sq ft.

ROTARY SPREADER SETTINGS: Apply LESCO Fertilizers and Combination Products only with a rotary spreader. The following rotary spreader settings are approximate for the application rates of one pound of nitrogen per 1,000 square feet. You may need to adjust the setting depending on walking speed, spreader condition and product. An extended Spreader Setting listing can be found at www.lesco.com.

ROTARY SPREADER	SETTINGS
LESCO – All Rotary Models	#12
PermaGreen	12
Cyclone®/ Spyker®/Z-Spray	3¼
Vicon (LESCO Pendulum)	18
Lely®	3¼ II

GUARANTEED ANALYSIS

TOTAL NITROGEN (N).....46.00%

46.00% Urea Nitrogen

DERIVED FROM: Urea.



WARNING

Harmful if inhaled. Eye and skin irritant. Avoid breathing dust. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

F1560

CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully and completely. It is impossible to eliminate all risks inherently associated with the use of this product. Buyer and/or User assume all risks of ineffectiveness or other unintended consequences or damages that may result from conditions outside or beyond the control of LESCO, Inc. including but not limited to such factors as manner of use or application, weather or weather conditions outside the range considered normal at the application site or for the time period in which the product is applied, the presence of other materials, incompatible products, or other influencing factors which are beyond the control of LESCO, Inc.. All such risks shall be assumed by Buyer and/or User, and Buyer and/or User agrees to hold LESCO, Inc. harmless for any claims relating to such factors.

LESCO, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with the Directions for Use under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of LESCO, Inc. and Buyer and/or User assume the risk of any such use.

LESCO, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER AND THE EXCLUSIVE LIABILITY OF LESCO, INC. FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF LESCO, INC. REPLACEMENT OF THE PRODUCT, OR IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. IN NO EVENT SHALL LESCO, Inc. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

LESCO, Inc. offers this product, and Buyer and/or User accepts it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of LESCO, Inc.

Information concerning the raw materials composing this product can be obtained by writing to: LESCO, Inc., Attn: RA Dept, 1385 East 36th Street, Cleveland, Ohio 44114-4114, referring to the item number found on this bag.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.aapfco.org/metals.htm>.

LESCO is a registered trademark and the sweeping design is a trademark of LESCO Technologies, LLC. SCOTTS is a registered trademark of The SCOTT Company. Cyclone and Spyker are registered trademarks of Spyker Spreaders, LLC. Lely is a registered trademark of C Van Der Lely N.V.

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Rev. 10/16/14 VT

NET WEIGHT 50 lb (22.7 kg)

Made in U.S.A. Distributed by LESCO, Inc. • 1385 East 36th Street • Cleveland, OH 44114-4114

#098525

T

NAME	CAS #
Urea	57-13-6

LESCO Granular Fertilizer – All Analyses

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations
Revision Date: 07/17/2014 Date of Issue: 07/17/2014

Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: LESCO Granular Fertilizer – All Analyses

Other means of identification: Granular fertilizers including all chemical, partially sulfur coated, 100% polymer or sulfur coated nutrients, with and without micronutrients.

1.2. Intended Use of the Product

Use of the substance/mixture: Fertilizer

1.3. Name, Address, and Telephone of the Responsible Party

Company

LESCO, Inc.

1385 East 36th St

Cleveland, OH 44114

T 800-347-4272

1.4. Emergency Telephone Number

Emergency Number : 1-800-424-9300

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC –
Day or Night

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

Classification (GHS-US)

Skin Irrit. 2 H315

Eye Irrit. 2A H319

Skin Sens. 1 H317

STOT SE 3 H335

Aquatic Acute 3 H402

Aquatic Chronic 3 H412

2.2. Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US)



GHS07

Signal Word (GHS-US)

: Warning

Hazard Statements (GHS-US)

: H315 - Causes skin irritation

H317 - May cause an allergic skin reaction

H319 - Causes serious eye irritation

H335 - May cause respiratory irritation

H402 - Harmful to aquatic life

H412 - Harmful to aquatic life with long lasting effects

Precautionary Statements (GHS-US)

: P261 - Avoid breathing dust

P264 - Wash hands thoroughly after handling

P271 - Use only outdoors or in a well-ventilated area

P272 - Contaminated work clothing should not be allowed out of the workplace

P273 - Avoid release to the environment

P280 - Wear eye protection, protective gloves, protective clothing

P302+P352 - IF ON SKIN: Wash with plenty of soap and water

P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes.

Remove contact lenses, if present and easy to do. Continue rinsing

P312 - Call a POISON CENTER/doctor/physician if you feel unwell

P321 - Specific treatment (see Section 4)

LESCO Granular Fertilizer – All Analyses

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

P332+P313 - If skin irritation occurs: Get medical advice/attention
P333+P313 - If skin irritation or rash occurs: Get medical advice/attention
P337+P313 - If eye irritation persists: Get medical advice/attention
P362 - Take off contaminated clothing and wash before reuse
P362+P364 - Take off contaminated clothing and wash it before reuse
P403+P233 - Store in a well-ventilated place. Keep container tightly closed
P405 - Store locked up
P501 - Dispose of contents/container according to local, regional, national, and international regulations

2.3. Other Hazards

Other Hazards: No additional information available

2.4. Unknown Acute Toxicity (GHS-US)

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Urea	(CAS No) 57-13-6	0.1 - 98	Skin Irrit. 2, H315 Eye Irrit. 2B, H320
Sulfuric acid, dipotassium salt	(CAS No) 7778-80-5	0.1 - 95	Not classified
Diammonium phosphate	(CAS No) 7783-28-0	0.1 - 95	Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335 Aquatic Acute 3, H402
Potassium chloride	(CAS No) 7447-40-7	0.1 - 95	Aquatic Acute 3, H402
Monoammonium phosphate	(CAS No) 7722-76-1	0.1 - 95	Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335
Ammonium sulfate	(CAS No) 7783-20-2	0.1 - 95	Aquatic Acute 2, H401
Limestone	(CAS No) 1317-65-3	0.1 - 95	Not classified
Sulfur	(CAS No) 7704-34-9	0.1 - 20	Comb. Dust, H232 Flam. Sol. 2, H228 Skin Irrit. 2, H315 Eye Irrit. 2B, H320 Aquatic Acute 3, H402
Iron oxide (Fe2O3)	(CAS No) 1309-37-1	0.1 - 10	Not classified
Urea, polymer with formaldehyde	(CAS No) 9011-05-6	0.1 - 10	Not classified
Magnesium sulfate	(CAS No) 7487-88-9	0.1 - 10	Skin Sens. 1, H317
Ferrous sulfate	(CAS No) 7720-78-7	0.1 - 10	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Skin Sens. 1, H317 Aquatic Acute 1, H400
Manganese oxide (Mn3O4)	(CAS No) 1317-35-7	0.1 - 10	Not classified
Sulfate of Potash-Magnesia	(CAS No) 14977-37-8	0.1 - 10	Not classified

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of First Aid Measures

First-aid Measures General: If medical advice is needed, have product container or label at hand.

First-aid Measures After Inhalation: If inhaled, remove to fresh air and keep at rest in a position comfortable for breathing. Give oxygen or artificial respiration if necessary. Obtain medical attention if breathing difficulty persists.

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First-aid Measures After Skin Contact: Wash skin thoroughly with mild soap and water. Obtain medical attention if irritation develops or persists. Wash contaminated clothing before reuse.

First-aid Measures After Eye Contact: Immediately rinse with water for a prolonged period (at least 15 minutes) while holding the eyelids wide open. Obtain medical attention if irritation develops or persists.

First-aid Measures After Ingestion: If swallowed, do not induce vomiting; seek medical advice immediately and show this container or label.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/Injuries After Inhalation: Overexposure may be irritating to the respiratory system.

Symptoms/Injuries After Skin Contact: May cause skin irritation.

Symptoms/Injuries After Eye Contact: May cause eye irritation.

Symptoms/Injuries After Ingestion: If a large quantity has been ingested : Abdominal pain. Diarrhea. Nausea. Vomiting.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Not considered flammable but will burn at high temperatures. . Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: None known.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Decomposes above 132 °C (270 °F). Under conditions of fire this material may produce: Ammonia. Nitrogen oxides. Biuret. Cyanuric acid.

Explosion Hazard: May form explosive compounds if mixed with: Calcium hypochlorite. Sodium hypochlorite. Nitrates. Nitric acid. Perchloric acid. Product itself is not explosive but if dust is generated, dust clouds suspended in air can be explosive.

Reactivity: This product as shipped in the form of coarse granules should not contain sufficient dust to present an explosion hazard. Prevent dust accumulation (to minimize explosion hazard).

5.3. Advice for Firefighters

Firefighting Instructions: Not flammable.

Protection During Firefighting: Wear full fire-fighting turn-out gear (full Bunker gear) and respiratory protection (SCBA).

Other information: Do not allow run-off from fire fighting to enter drains or water courses.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Handle in accordance with good industrial hygiene and safety practice. This material becomes slippery when wet.

6.1.1. For Non-emergency Personnel

Protective Equipment: Wear suitable protective clothing, gloves and eye/face protection.

Emergency Procedures: Collect as any solid. Ventilate area. Evacuate unnecessary personnel.

6.1.2. For Emergency Responders

Protective Equipment: Wear suitable protective clothing, gloves and eye/face protection.

Emergency Procedures: If possible, stop flow of product. Contain and collect as any solid. Ventilate area. Evacuate unnecessary personnel.

6.2. Environmental Precautions

Avoid release to the environment.

6.3. Methods and Material for Containment and Cleaning Up

For Containment: Contain and collect as any solid. Do not allow into drains or water courses or dispose of where ground or surface waters may be affected.

Methods for Cleaning Up: Recover the product by vacuuming, shovelling or sweeping. Avoid generation of dust during clean-up of spills. If spilled directly onto the ground, remove sufficient soil to ensure material is fully recovered. Material may be used if uncontaminated.

6.4. Reference to Other Sections No additional information available

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: This material becomes slippery when wet.

Precautions for Safe Handling: Handle in accordance with good industrial hygiene and safety procedures. Wear recommended personal protective equipment. Avoid creating or spreading dust.

Hygiene Measures: Emergency eye wash fountains should be available in the immediate vicinity of any potential exposure.

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7.2. Conditions for Safe Storage, Including Any Incompatibilities

Storage Conditions: Store tightly closed in a dry, cool and well-ventilated place. Protect from moisture.

Prohibitions on mixed storage: Store away from: Ammonium nitrate. Refer to Section 10 on Incompatible Materials.

Special Rules on Packaging: Corrosive to copper and its alloys.

7.3. Specific End Use(s)

Fertilizer.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

Limestone (1317-65-3)		
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	5 mg/m ³
USA OSHA	OSHA PEL (TWA) (mg/m ³)	5 mg/m ³
Iron oxide (Fe ₂ O ₃) (1309-37-1)		
USA ACGIH	ACGIH TWA (mg/m ³)	5 mg/m ³
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	5 mg/m ³
USA IDLH	US IDLH (mg/m ³)	2500 mg/m ³
USA OSHA	OSHA PEL (TWA) (mg/m ³)	5 mg/m ³

8.2. Exposure Controls

Appropriate Engineering Controls

: Ensure all national/local regulations are observed.

Personal Protective Equipment

: Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection. For particulates and dust: Safety glasses.



Hand Protection

: protective gloves.

Eye Protection

: Safety glasses.

Skin and Body Protection

: Wear suitable protective clothing.

Respiratory Protection

: If exposure limits are exceeded or irritation is experienced, NIOSH approved respiratory protection should be worn.

Environmental Exposure Controls

: Ensure adequate ventilation, especially in confined areas.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Solid
Appearance	: Granules. Multi-colored.
Color	: White
Odor	: Slight. Pungent.
Odor Threshold	: No data available
pH	: No data available
pH solution	: 10 %
Relative Evaporation Rate (butylacetate=1)	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Density	: 45 (45 - 65) lb/ft ³
Solubility	: Water: Moderately

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Partition coefficient: n-octanol/water : No data available

Viscosity : No data available

9.2. Other Information No additional information available

SECTION 10: STABILITY AND REACTIVITY

10.1 **Reactivity:** This product as shipped in the form of coarse granules should not contain sufficient dust to present an explosion hazard. Prevent dust accumulation (to minimize explosion hazard).

10.2 **Chemical Stability:** Stable at standard temperature and pressure.

10.3 **Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.

10.4 **Conditions to Avoid:** Protect from moisture. Keep away from heat.

10.5 **Incompatible Materials:** May form explosive mixture if in contact with strong acid such as nitric or perchloric acids.

Avoid contact with : Strong oxidizers. Strong acids, bases. Nitrates. Hypochlorites. Perchlorates. Chlorides. Corrosive to copper and its alloys.

10.6 **Hazardous Decomposition Products:** Under conditions of fire this material may produce: Nitrogen oxides. Ammonia.

Biuret. Carbon oxides (CO, CO₂). Formaldehyde.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

Sulfuric acid, dipotassium salt (7778-80-5)	
LD50 Oral Rat	6600 mg/kg
ATE (Oral)	6,600.00 mg/kg body weight
Diammonium phosphate (7783-28-0)	
LD50 Oral Rat	6500 mg/kg
LD50 Dermal Rabbit	> 7950 mg/kg
ATE (Oral)	6,500.00 mg/kg body weight
Potassium chloride (7447-40-7)	
LD50 Oral Rat	2600 mg/kg
ATE (Oral)	2,600.00 mg/kg body weight
Monoammonium phosphate (7722-76-1)	
LD50 Oral Rat	5750 mg/kg
LD50 Dermal Rabbit	> 7940 mg/kg
ATE (Oral)	5,750.00 mg/kg body weight
Ammonium sulfate (7783-20-2)	
LD50 Oral Rat	> 2000 mg/kg
Sulfur (7704-34-9)	
LD50 Oral Rat	> 3000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
LC50 Inhalation Rat	> 9.23 mg/l/4h
Iron oxide (Fe₂O₃) (1309-37-1)	
LD50 Oral Rat	> 10000 mg/kg
Urea, polymer with formaldehyde (9011-05-6)	
LC50 Inhalation Rat	> 167 mg/m ³ (Exposure time: 4 h)
Ferrous sulfate (7720-78-7)	
LD50 Oral Rat	237 mg/kg
ATE (Oral)	237.00 mg/kg body weight

Skin Corrosion/Irritation: Causes skin irritation.

Serious Eye Damage/Irritation: Causes serious eye irritation.

Respiratory or Skin Sensitization: May cause an allergic skin reaction.

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Iron oxide (Fe₂O₃) (1309-37-1)	
IARC group	3

Reproductive Toxicity: Not classified

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Specific Target Organ Toxicity (Single Exposure): May cause respiratory irritation.

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: Overexposure may be irritating to the respiratory system.

Symptoms/Injuries After Skin Contact: May cause skin irritation.

Symptoms/Injuries After Eye Contact: May cause eye irritation.

Symptoms/Injuries After Ingestion: If a large quantity has been ingested : Abdominal pain. Diarrhea. Nausea. Vomiting.

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Sulfuric acid, dipotassium salt (7778-80-5)	
LC50 Fish 1	653 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus)
EC50 Daphnia 1	890 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	3550 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
Diammonium phosphate (7783-28-0)	
LC50 Fish 1	26.5 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss)
LC 50 Fish 2	24.8 - 29.4 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])
Potassium chloride (7447-40-7)	
LC50 Fish 1	1060 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
EC50 Daphnia 1	825 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	750 - 1020 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])
EC50 Daphnia 2	83 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
Ammonium sulfate (7783-20-2)	
LC50 Fish 1	5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	14 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])
Sulfur (7704-34-9)	
LC50 Fish 1	866 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static])
LC 50 Fish 2	14 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
Magnesium sulfate (7487-88-9)	
LC50 Fish 1	2610 - 3080 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])
EC50 Daphnia 1	266.4 - 417.3 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
Ferrous sulfate (7720-78-7)	
LC50 Fish 1	925 mg/l (Exposure time: 96 h - Species: Poecilia reticulata [static])
EC50 Daphnia 1	152 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	0.56 mg/l (Exposure time: 96 h - Species: Cyprinus carpio [semi-static])
EC50 Daphnia 2	6.15 - 9.26 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
Urea (57-13-6)	
LC50 Fish 1	16200 - 18300 mg/l (Exposure time: 96 h - Species: Poecilia reticulata)
EC50 Daphnia 1	3910 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])

12.2. Persistence and Degradability

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Persistence and Degradability	May cause long-term adverse effects in the environment. This product is water soluble and eventually biodegrades into elemental nitrogen. Excess nitrogen and nitrates in a body of water will contribute to eutrophication with visible effects such as toxic algae bloom.

12.3. Bioaccumulative Potential

Diammonium phosphate (7783-28-0)	
BCF fish 1	(no bioaccumulation expected)
Monoammonium phosphate (7722-76-1)	
BCF fish 1	(no bioaccumulation expected)

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Ammonium sulfate (7783-20-2)	
Log Pow	-5.1 (at 25 °C)
Urea (57-13-6)	
BCF fish 1	< 10
Log Pow	-1.59 (at 25 °C)

12.4. Mobility in Soil No additional information available

12.5. Other Adverse Effects

No additional information available

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Sewage Disposal Recommendations: This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Waste Disposal Recommendations: Place in an appropriate container and dispose of the contaminated material at a licensed site.

Additional Information: Dispose of waste material in accordance with all local, regional, national, and international regulations.

SECTION 14: TRANSPORT INFORMATION

14.1 In Accordance with DOT Not regulated for transport

14.2 In Accordance with IMDG Not regulated for transport

14.3 In Accordance with IATA Not regulated for transport

SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations

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SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard
Sulfuric acid, dipotassium salt (7778-80-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Diammonium phosphate (7783-28-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Potassium chloride (7447-40-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Monoammonium phosphate (7722-76-1)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Ammonium sulfate (7783-20-2)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Limestone (1317-65-3)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Sulfur (7704-34-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Iron oxide (Fe₂O₃) (1309-37-1)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Urea, polymer with formaldehyde (9011-05-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Magnesium sulfate (7487-88-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Ferrous sulfate (7720-78-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Manganese oxide (Mn₃O₄) (1317-35-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Urea (57-13-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

15.2 US State Regulations

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Ammonium sulfate (7783-20-2)
U.S. - Massachusetts - Right To Know List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List U.S. - Pennsylvania - RTK (Right to Know) List
Limestone (1317-65-3)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List
Sulfur (7704-34-9)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List
Iron oxide (Fe2O3) (1309-37-1)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List
Ferrous sulfate (7720-78-7)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List U.S. - Pennsylvania - RTK (Right to Know) List
Manganese oxide (Mn3O4) (1317-35-7)
U.S. - Massachusetts - Right To Know List U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision date : 07/17/2014
 Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

GHS Full Text Phrases:

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Comb. Dust	Combustible Dust
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Eye Irrit. 2B	Serious eye damage/eye irritation Category 2B
Flam. Sol. 2	Flammable solids Category 2
Skin Irrit. 2	Skin corrosion/irritation Category 2
Skin Sens. 1	Skin sensitization Category 1
STOT SE 3	Specific target organ toxicity (single exposure) Category 3
H228	Flammable solid
H232	May form combustible dust concentrations in air
H302	Harmful if swallowed
H315	Causes skin irritation
H317	May cause an allergic skin reaction
H319	Causes serious eye irritation
H320	Causes eye irritation
H335	May cause respiratory irritation
H400	Very toxic to aquatic life
H401	Toxic to aquatic life

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H402	Harmful to aquatic life
H412	Harmful to aquatic life with long lasting effects

NFPA Health Hazard

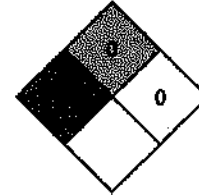
: 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.

NFPA Fire Hazard

: 0 - Materials that will not burn.

NFPA Reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



IMPORTANT: The information contained herein is based on available data. However, no warranty is expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof; and you should make your investigation to determine safety for the use you contemplate. LESCO makes no warranty of merchantability of fitness for a particular use, nor is there any other express or implied warranty except as may be specifically provided otherwise on product. LESCO, Inc. assumes no responsibility or liability for any incidental or consequential damages whether related to personal injury or property damage, to vendees, users or third parties, caused by the material and LESCO's responsibility is limited to replacement of, or repayment of, the purchase price for the material(s) with respect to which any damages are claimed. All vendees or users assume all risk associated with the use of the material(s).

SDS US (GHS HazCom)