



# 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 @ 14

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 262632

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000120160

SO Doc ID: DOT1700000054

Legal Name: ARBORCHEM PRODUCTS

Published Date: 2/10/17

Alias/DBA:

Close Date: 2/23/17

Total Bid: \$0.00

Close Time: 13:30

Response Date: 02/20/2017

Status: Closed

Response Time: 7:25

Solicitation Description: ADDENDUM\_1: HERBICIDE, ADJUVANT & MISC. PRODUCTS

Total of Header Attachments: 14

Total of All Attachments: 14



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 282832

**Solicitation Description :** ADDENDUM\_1: HERBICIDE, ADJUVANT & MISC. PRODUCTS

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-02-23 13:30:00	SR 0803 ESR02201700000003929	1

<b>VENDOR</b>
000000120160 ARBORCHEM PRODUCTS

**Solicitation Number:** CRFQ 0803 DOT1700000054

**Total Bid :** \$0.00                      **Response Date:** 2017-02-20                      **Response Time:** 07:25:20

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
--------------------------	---------------	-------------

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	Please see attached Exhibit A, B, and C Pricing Pages	0.00000	EA	\$1.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
10171700			

<b>Extended Description :</b>	<p>HERBICIDE, ADJUVANT AND MISCELLANEOUS PRODUCTS PER THE PRICING PAGES.</p> <p>Please see the attached Exhibit A, B, &amp; C Pricing Pages. Vendor must provide with their submitted bid before bid opening date and time.</p>
-------------------------------	---

**Comments:** All pricing and other information is attached in this bid.



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: 282832

Doc Description: HERBICIDE, ADJUVANT AND MISCELLANEOUS PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-25	2017-02-23 13:30:00	CRFQ 0803 DOT1700000054	1

**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:  
 Arborchem Products (Division of Asplundh Tree Expert Co.)  
 943 Nixon Drive  
 Mechancisburg, PA 17055  
 Office 717-766-6661  
 Todd Hagenbuch 570-401-7098

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X *Todd Hagenbuch* FEIN # 23-1277550 DATE 2-13-17

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end contract to provide various Herbicide Products, Adjuvant Products and Miscellaneous Products for use at locations throughout the State of WV by the WV Division of Highways per attached documents.

This contract shall be effective upon award and shall expire on December 31, 2017. Optional Renewals for Contact Year two (Y2), Year three (Y3) and Year four (Y4) will be added by Change Order upon mutual agreement between the WVDOH and the Vendor including all terms, conditions, prices, and specifications contained in the original contract and all authorized change orders.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Please see attached Exhibit A, B, and C Pricing Pages	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10171700			

**Extended Description :**

HERBICIDE, ADJUVANT AND MISCELLANEOUS PRODUCTS  
PER THE PRICING PAGES.

Please see the attached Exhibit A, B, & C Pricing Pages. Vendor must provide with their submitted bid before bid opening date and time.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due:	2017-02-09

<b>DOT1700000054</b>	<b>Document Phase</b> Final	<b>Document Description</b> HERBICIDE, ADJUVANT AND MISCELLANEOUS PRODUCTS	<b>Page 3</b> <b>of 3</b>
----------------------	--------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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: 282832

Doc Description: ADDENDUM\_1: HERBICIDE, ADJUVANT & MISC. PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-10	2017-02-23 13:30:00	CRFQ 0803 DOT1700000054	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:

*Arborchem Products (Division of Asplundh Tree Expert Co.)  
 943 Nixon Drive  
 Mechanicsburg, PA 17055  
 office: 717-766-6661  
 Todd Hagenbuch 570-401-7098*

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X *Todd Hagenbuch* FEIN # 23-1277550 DATE 2-19-17

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



**ADDITIONAL INFORMATION:**

ADDENDUM\_1: Is issued for the following:

1. To remove Section 7 - ANTI-COLLUSION CLAUSE in the Specifications in its entirety.

NO OTHER CHANGES.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Please see attached Exhibit A, B, and C Pricing Pages	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10171700			

**Extended Description :**

HERBICIDE, ADJUVANT AND MISCELLANEOUS PRODUCTS  
PER THE PRICING PAGES.

Please see the attached Exhibit A, B, & C Pricing Pages. Vendor must provide with their submitted bid before bid opening date and time.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due:	2017-02-09

DOT1700000054	<b>Document Phase</b> Draft	<b>Document Description</b> ADDENDUM_1: HERBICIDE, ADJUVANT & MISC. PRODUCTS	<b>Page 3</b> <b>of 3</b>
---------------	--------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ 0803 DOT1700000054**  
**Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1700000054 (“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 (Removal of Specification Section 7)
- Other

**Description of Modification to Solicitation:**

**1. Removal of Section 7 - ANTI COLLUSION CLAUSE in the Specifications in its entirety.**

No other changes.

**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.

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
Herbicide Products, Adjuvant Products & Miscellaneous Products

---

ATTACHMENT\_A

~~7. ANTI-COLLUSION CLAUSE:~~

~~7.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:~~

~~7.1.1 been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;~~

~~7.1.2 been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;~~

~~7.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;~~

~~7.1.4 exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;~~

~~7.1.5 otherwise taken any action in restraint of free competitive bidding.~~

~~7.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:~~

~~7.2.1 made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;~~

~~7.2.2 directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;~~

~~7.2.3 otherwise taken any action to put in a sham bid.~~

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DOT1700000054**

**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.

Arborchem Products (Division of Azplundh Tree Expert Co)  
Company

Todd Herz  
Authorized Signature

2-19-17  
Date

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

Vendors may bid any or all Contract Items. Per Section 3.2.2 of the contract specifications, the Vendor SHALL provide the Product Trade Name and EPA Registration number for each product that the Vendor is bidding whether the Vendor is bidding the Product Trade Name requested or an "or equal" product.

If the Vendor fails to provide the required information, the Vendor's bid will be disqualified for that Contract Item.

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-1H	Water Soluble Emulsifiable Concentrate Containing: Ammonium Salt of Fosamine with Surfactant	4 lbs/gallon		
	Product Trade Name: Krenite S			
	EPA Registration Number: 42750-247			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		3000	gallon
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet		3000	gallon
DOH-2H	Water Soluble Emulsifiable Concentrate Containing: Isopropylamine Salt of Glyphosate Phosphate Ester Surfactant	50.20%		
	Product Trade Name: Roundup Pro Concentrate			
	EPA Registration Number: 524-529			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		6000	gallon
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet		6000	gallon
	C) Supplied in 30 gallon containers		6000	gallon
D) Supplied in 265 gallon returnable/refillable shuttle.		500	gallon	
DOH-3H	Dispersible Granules Containing: Sulfometuron Methyl	75%		
	Product Trade Name: Oust XP			
	EPA Registration Number: 432-1552			
	A) Supplied in 3 pound containers in lots of 24 pounds (8 - 31 lbs ctn)		100	pound
	B) Supplied in 3 pound containers		100	pound

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-4H	Water Soluble Aqueous Suspension Containing: Oryzalin	4 lbs/gallon	250	gallon
	Product Trade Name: Surflan AS or equal _____			
	EPA Registration Number: _____			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			
DOH-5H	Aqueous Solution Containing: Imazapyr	2 lbs/gallon	150	gallon
	Product Trade Name: Arsenal Powerline			
	EPA Registration Number: 241-431			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet			
DOH-6H	Aqueous Carrier Containing: Pendimethalin	3.8 lbs/gallon	600	gallon
	Product Trade Name: Pendulum AquaCap			
	EPA Registration Number: 241-416			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			
DOH-7H	Water Soluble Concentrate Containing: Triclopyr	3 lbs/gallon	500	gallon
	Product Trade Name: Garlon 3A			
	EPA Registration Number: 62719-37			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet			
	C) Supplied in 30 gallon containers			
DOH-8H	Water Soluble Concentrate Containing: Triclopyr	4 lbs/gallon	250	gallon
	Product Trade Name: Garlon 4 Ultra			
	EPA Registration Number: 62719-527			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet			
	C) Supplied in 30 gallon containers			

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-9H	Water Soluble Liquid Containing: Triclopyr	4 lbs/gallon		
	Product Trade Name: Vastlan™			
	EPA Registration Number: 62719-687			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		250	gallon
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet		270	gallon
C) Supplied in 30 gallon containers		240	gallon	
DOH-10H	Water Soluble Dispersible Granule Containing: Diuron	80.00%		
	Product Trade Name: Karmex DF or equal _____			
	EPA Registration Number: _____			
	A) Supplied in 5 pound bags in lots of 10 bags		1000	pound
B) Supplied in 25 pound bags		2000	pound	
DOH-11H	Water Soluble Liquid Containing: Dimethylamine Salt of 2, 4-D acid	3.8 lbs/gallon		
	Product Trade Name: DMA4			
	EPA Registration Number: 62719-3			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		100	gallon
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet		100	gallon
C) Supplied in 30 gallon containers		100	gallon	
DOH-12H	Water Soluble Liquid Containing Ammonium Salt of Imazapic	23.60%		
	Product Trade Name: Plateau or equal _____			
	EPA Registration Number: _____			
A) Supplied in 1 gallon containers in lots of 2 gallons		50	gallon	
DOH-13H	Dispersible Liquid Containing: Hexazinone	2 lbs/gallon		
	Product Trade Name: Velpar L VU			
	EPA Registration Number: 432-1573			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallon



HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-14H	Dry Flowable Containing: Metsulfuron Methyl	60%		
	Product Trade Name: Escort XP			
	EPA Registration Number: 432-1549			
	A) Supplied in 16 ounce containers in lots of 8 pounds (8-16 oz ctn)		2400	ounce
	B) Supplied in 16 ounce containers		2400	ounce
C) Supplied in 64 ounce returnable/refillable containers		2400	ounce	
DOH-15H	Dry Flowable Containing: Chlorsulfuron	75%		
	Product Trade Name: Telar XP			
	EPA Registration Number: 432-1561			
	A) Supplied in 16 ounce containers in lots of 8 pounds (8-16 oz ctn)		160	ounce
DOH-16H	Liquid Solution Containing: 2, 4-D, 2- ethylhexyl ester 2, 4-DP-p, 2-ethylhexyl ester Dicamba	32.45%		
		15.90%		
		5.38%		
	Product Trade Name: BK-800 or equal _____			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			
B) Supplied in 30 gallon containers		100	gallon	
DOH-17H	Dry Flowable Containing: Tebuthiuron	20%		
	Product Trade Name: Spike 20 P			
	EPA Registration Number: 62719-121			
	A) Supplied in 4 pound containers in lots of 48 pounds (12 4 lbs ctn)		48	pound
B) Supplied in 25 pound bags		50	pound	
DOH-18H	Water Soluble Emulsifiable Concentrate Containing: Clopyralid	3 lbs/gallon		
	Product Trade Name: Transline			
	EPA Registration Number: 62719-259			
	A) Supplied in .5 gallon containers in lots of 2 gallons		25	gallon
	B) Supplied in 2.5 gallon containers in lots of 5 gallons		25	gallon

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-19H	Aqueous Solution Containing: Isopropylamine Salt of Imazapyr	27.60%		
	Product Trade Name: Polaris SP or <b>Polaris</b>			
	EPA Registration Number: 228-534			
	B) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallon
DOH-20H	Aqueous Solution Containing: Diglycolamine Salt of 3, 6-Dichloro-0-Anisic Acid	4 lbs/gallon		
	Product Trade Name: Vanquish			
	EPA Registration Number: 228-397			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		300	gallon
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet		300	gallon
DOH-21H	Aqueous Solution Containing: Triclopyr	.75 lbs/gallon		
	Product Trade Name: Pathfinder II			
	EPA Registration Number: 62719-176			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		100	gallon
DOH-22H	Water Soluble Emulsifiable Concentrate Containing: Isopropylamine Salt of Glyphosate	53.80%		
	Product Trade Name: Rodeo or <b>Aquaneat</b>			
	EPA Registration Number: 228-365			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		100	gallon
	B) Supplied in 30 gallon containers		100	gallon
DOH-23H	Liquid Containing: Aminopyralid	40.60%		
	Product Trade Name: Milestone			
	EPA Registration Number: 62719-519			
	A) Supplied in 1 quart containers in lots of 12 quarts		200	quarts
	B) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallon

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-24H	Water Dispersible Granular Material Containing: Prodiamine	65%		
	Product Trade Name: Endurance or <b>Proclipse 65 WDG</b>			
	EPA Registration Number: 228-434			
	A) Supplied in 5 pound bags in lots of 50 pounds			
	B) <b>Supplied in 25 lb bags</b>		100	pound
DOH-25H	Emulsifiable Concentrate Containing: Fluazifop-P-butyl	6.75%		
	Product Trade Name: Ornamec or equal _____			
	EPA Registration Number: _____			
	A) Supplied in 1 gallon containers in lots of 4 gallons			
DOH-26H	Dispersible Granule Containing: Imazapyr Diuron	7.78%		
		62.22%		
	Product Trade Name: Sahara DG			
	EPA Registration Number: 241-372			
	A) Supplied in 10 pound bags in lots of 40 pounds		50	pound
DOH-27H	Water Soluble Dry Granule Containing: Sulfosulfuron	75%		
	Product Trade Name: Outrider or equal _____			
	EPA Registration Number: _____			
	A) Supplied in 20 ounce bottles in lots of 200 ounces (10 - 20 oz ctn)			
DOH-28H	Liquid Containing: Diuron	40%		
	Product Trade Name: Diuron 4L			
	EPA Registration Number: 19713-36			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			
DOH-29H	Liquid Containing: Fluroxypyr	45.52%		
	Product Trade Name: Vista XRT			
	EPA Registration Number: 62719-586			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-30H	Wettable Granule Formulation Containing: Sodium Salt of Diflufenzopy: 2-(1-[(3,5-Difluorophenylamino) Carbonyl]-Hydrazono]ethyl)-3-Pyridinecarboxylic Acid, Sodium Salt Sodium Salt of Dicamba: 3,6-dichloro-o-anisic Acid	21.30% 55.00%	100	pound
	Product Trade Name: Overdrive			
	EPA Registration Number: 7969-150			
	A) Supplied in 7.5 pound containers in lots of 30 pounds (4 - 7.5 lbs ctn)			
DOH-31H	Dispersible Granules Containing: Sulfometuron Methyl Chlorsulfuron	56.25% 18.75%	100	pound
	Product Trade Name: Landmark XP			
	EPA Registration Number: 432-1560			
	A) Supplied in 4 pound containers in lots of 32 pounds (8 - 4 lbs ctn)			
	B) Supplied in 64 ounce returnable/refillable containers		1600	ounce
DOH-32H	Dispersible Granules Containing: Sulfometuron Methyl Metsulfuron Methyl	56.25% 15.00%	400	pound
	Product Trade Name: Oust Extra			
	EPA Registration Number: 432-1557			
	A) Supplied in 4 pound containers in lots of 32 pounds (8 - 4 lbs ctn)			
	B) Supplied in 64 ounce returnable/refillable containers			
	C) Supplied in 12 pound containers		400	pound
DOH-33H	Dry Flowable Granule Containing: Bromacil Diuron	40% 40%	50	pound
	Product Trade Name: Krovar I DF or equal _____			
	EPA Registration Number: _____			
	A) Supplied in 6 pound containers in lots of 48 pounds (8 - 6 lbs ctn)			

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-34H	Liquid Containing: Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid Dimethylamine Salt of Dicamba (3,6-Dichloro-o-Anisic Acid)	24.58% 12.82%		
	Product Trade Name: Veteran 720 or equal _____			
	EPA Registration Number: _____			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		100	gallon
	B) Supplied in 30 gallon drums		100	gallon
DOH-35H	Water Soluble Dispersible Extruded Paste Granule Containing: Aminocyclopyrachlor	39.50%		
	Chlorsulfuron	15.80%		
	Product Trade Name: Perspective™			
	EPA Registration Number: 432-1569			
	A) Supplied in 20 ounce containers in lots of 240 ounces (12 - 20 oz ctn)		240	ounces
	B) Supplied in 5 pound containers in lots of 40 pounds (8 - 5 lbs ctn)		40	pounds
	C) Supplied in 5 pound jugs		80	pounds
	D) Supplied in 12 pound containers		20	pounds
DOH-36H	Water Soluble Dispersible Extruded Paste Granule Containing: Aminocyclopyrachlor	39.50%		
	Metsulfuron methyl	12.60%		
	Product Trade Name: Streamline™			
	EPA Registration Number: 432-1570			
	A) Supplied in 3 pound containers in lots of 24 pounds (8 - 3 lbs ctn)		96	pounds
	B) Supplied in 3 pound containers		96	pounds
DOH-37H	Water Soluble Dispersible Extruded Paste Granule Containing: Imazapyr	31.60%		
	Aminocyclopyrachlor	22.80%		
	Metsulfuron methyl	7.30%		
	Product Trade Name: Viewpoint™			
	EPA Registration Number: 432-1580			
	A) Supplied in 5 pound containers in lots of 40 pounds (8 - 5 lbs ctn)		100	pounds
	B) Supplied in 5 pound containers		100	pounds

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-38H	Liquid Containing: Indaziflam (1.67 pounds per gallon)	19.05%		
	Product Trade Name: Esplanade 200SC			
	EPA Registration Number: 432-1516			
	A) Supplied in 1 quart containers in lots of 1 gallon		50	gallons
	B) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons
DOH-39H	Non-Selective Control of Emerged and Pre-Emerged Broadleaf and Grass Weeds Containing: Indaziflam	0.089%		
	Diquat Dibromide	0.890%		
	Glypghosat Isopropylamine Salt	20.460%		
	Product Trade Name: Esplanade EZ			
	EPA Registration Number: 432-1528			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons
DOH-40H	A pre-emergence and early post-emergence product to control broadleaf weeds and annual grasses Containing: Penoxsulam: 2-(2,2-difluoroethoxy)-N-(5,8-dimethoxy[1,2,4] triazolo[1,5c]pyrimidin-2-yl)-6-(trifluoromethyl)benzenesulfonamide	0.850%		
	Oxyfluorfen: 2-chloro-1-(3-ethoxyl-4-nitrophenoxy)-4-(trifluoromethyl) benzene	40.310%		
	Product Trade Name: Cleantraxx™			
	EPA Registration Number: 62719-702			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons
DOH-41H	Plant Growth Regulator Containing: Mefluidide, diethanolamine salt	21.45%		
	Imazethapyr, ammonium salt	4.09%		
	Imazapyr, ammonium salt	0.15%		
	Product Trade Name: Stronghold or equal _____			
	EPA Registration Number: _____			
	A) Supplied in 1 quart containers in lots of 1 gallon		50	gallons
B) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons	

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure
Item #	Description			
DOH-42H	Turf and Ornamental Growth Regulator Containing: Flauzifop-P-Butyl	24.50%		
	Product Trade Name: Fusilade II or equal _____			
	EPA Registration Number: _____			
	A) Supplied in 1 quart containers in lots of 1 gallons		50	gallons
	B) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons
DOH-43H	Soluble Liquid for Non-Crop Use Containing: Potassium salt of aminocyclopyrachlor - Potassium salt of 6-amino-5- chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid	25%		
	Product Trade Name: Method® 240SL			
	EPA Registration Number: _____			
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons

de  
lor

Cost Per Unit of Measure	Extended Cost
\$ 67.50	\$ 202,500.00
\$ 60.45	\$ 181,350.00
\$ 17.33	\$ 103,980.00
\$ 21.15	\$ 126,900.00
\$ 16.95	\$ 101,700.00
\$ 16.85	\$ 8,425.00
\$ 30.25	\$ 3,025.00
\$ 30.25	\$ 3,025.00



Cost Per Unit of Measure	Extended Cost
--------------------------------	------------------

--	--

NO BID	
--------	--

--	--

\$ 69.50	\$ 10,425.00
----------	--------------

\$ 75.50	\$ 11,325.00
----------	--------------

--	--

\$ 58.44	\$ 35,064.00
----------	--------------

--	--

\$ 44.45	\$ 22,225.00
----------	--------------

\$ 47.50	\$ 23,750.00
----------	--------------

\$ 44.25	\$ 19,912.50
----------	--------------

--	--

\$ 49.43	\$ 12,357.50
----------	--------------

\$ 53.43	\$ 14,426.10
----------	--------------

\$ 49.21	\$ 11,810.40
----------	--------------

Cost Per Unit of Measure	Extended Cost
--------------------------------	------------------

\$ 60.50	\$ 15,125.00
\$ 61.75	\$ 16,672.50
\$ 60.25	\$ 14,460.00

NO BID	
NO BID	

\$ 14.25	\$ 1,425.00
NO BID	
\$ 14.10	\$ 1,410.00

NO BID	
--------	--

\$ 88.50	\$ 4,425.00
----------	-------------

Cost Per Unit of Measure	Extended Cost
--------------------------------	------------------

\$ 2.85	\$ 6,840.00
\$ 2.85	\$ 6,840.00
NO BID	

\$ 15.50	\$ 2,480.00
----------	-------------

NO BID	
NO BID	

NO BID	
\$ 9.50	\$ 475.00

NO BID	
\$ 141.25	\$ 3,531.25

Cost Per Unit of Measure	Extended Cost
--------------------------------	------------------

\$ 62.45	\$ 3,122.50
----------	-------------

\$ 57.45	\$ 17,235.00
----------	--------------

\$ 61.25	\$ 18,375.00
----------	--------------

\$ 39.50	\$ 3,950.00
----------	-------------

\$ 16.25	\$ 1,625.00
----------	-------------

\$ 16.25	\$ 1,625.00
----------	-------------

\$ 79.38	\$ 15,876.00
----------	--------------

\$ 312.50	\$ 15,625.00
-----------	--------------

Cost Per Unit of Measure	Extended Cost
N/A	
\$ 13.01	\$ 1,301.00
NO BID	
\$ 10.00	\$ 500.00
NO BID	
\$ 18.90	\$ 945.00
\$ 170.50	\$ 17,050.00

Cost Per Unit of Measure	Extended Cost
--------------------------------	------------------

\$ 36.75	\$ 3,675.00
----------	-------------

125.99	\$ 12,599.00
NO BID	NO BID

\$ 29.85	\$ 11,940.00
NO BID	
\$ 29.85	\$ 11,940.00

\$ 9.50	\$ 475.00
---------	-----------

Cost Per Unit of Measure	Extended Cost
--------------------------------	------------------

NO BID	
NO BID	

\$ 5.44	\$ 1,305.60
\$ 87.04	\$ 3,481.60
\$ 87.04	\$ 6,963.20
NO BID	

\$ 97.12	\$ 9,323.52
\$ 97.12	\$ 9,323.52

\$ 69.12	\$ 6,912.00
\$ 69.12	\$ 6,912.00

Cost Per Unit of Measure	Extended Cost
--------------------------------	------------------

\$ 1,213.44	\$ 60,672.00
\$ 1,091.84	\$ 54,592.00

\$ 40.25	\$ 2,012.50
----------	-------------

\$ 121.50	\$ 6,075.00
-----------	-------------

NO BID	
NO BID	



Cost Per Unit of Measure	Extended Cost
NO BID	
NO BID	
\$ 318.72	\$ 15,936.00

Vendors may bid any or all Contract Items. Per Section 3.2.2 of the contract specifications, the Vendor SHALL provide the Product Trade Name and EPA Registration number for each product that the Vendor is bidding whether the Vendor is bidding the Product Trade Name requested or an "or equal" product.

If the Vendor fails to provide the required information, the Vendor's bid will be disqualified for that Contract Item.

ADJUVANTS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-1A	Water Soluble Blue Liquid Spray Pattern Indicator	100	gallon	NO BID	
	Product Trade Name: Bullseye or equal _____ A) Supplied in 2.5 gallon containers in lots of 5 gallons.				
DOH-2A	Diluent with Emulsifiers	100	gallon	\$ 9.35	\$ 935.00
	Product Trade Name: Hygrade EC or Arborchem Basal Oil or Bark Oil EC or Penevator or equal _____ ARBORCHEM OIL A) Supplied in 2.5 gal containers in lots of 2.				
DOH-3A	Non-Ionic Surfactant -90%	100	gallon	\$ 10.25	\$ 1,025.00
	Product Trade Name: Chemsurf 90 A) Supplied in 2.5 gallon containers in lots of 5 gallons.				
DOH-4A	Non-Ionic, Low Foam Penetrating Surfactant with Lecithin Drift Control Agent	100	gallon	NO BID	
	Product Trade Name: Liberate® or equal _____ A) Supplied in 2.5 gallon containers in lots of 5 gallons.				
DOH-5A	Concentrate Spray Adjuvant with Lecitech® Methylated Seed Oil	100	gallon	\$ 11.10	\$ 1,110.00
	Product Trade Name: MSO® Concetrate or equal MES100 A) Supplied in 2.5 gallon containers in lots of 5 gallons.				
DOH-6A	Liquid Drift Control Agent	400	quart	\$ 28.75	\$ 11,500.00
	Product Trade Name: Control (1-3 oz per 100 gallons) A) Supplied in 1 quart containers in lots of 12 quarts.				
DOH-7A	Granular/Flake Drift Control Agent	48	container	\$ 13.85	\$ 664.80
	Product Trade Name: 41 A Dirft Control A) Supplied in 32 ounce containers in lots of 12 containers.				
DOH-8A	Aquatic Surfactant				

ADJUVANTS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
	Product Trade Name: Chemsurf 90				
	A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	\$ 12.05	\$ 1,205.00
DOH-9A	Water Soluble Liquid Spray Pattern Indicator				
	Product Trade Name: Blueprint Plus or equal _____				
	A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	NO BID	
DOH-10A	Non-Ionic Sticker Spreader				
	Product Trade Name: Nu-Film-IR or equal ___ Arborfilm IR				
	A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	\$ 31.50	\$ 3,150.00
DOH-11A	Ready-to-Use Formula Containing Paraffinic Oil Emulsifiers				
	Product Trade Name: Thinvert RTU				
	A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	\$ 11.00	\$ 1,100.00
	B) Supplied in 15 gallon drum.	100	gallon	\$ 10.50	\$ 1,050.00
DOH-12A	Miscible-Dispersible Liquid Defoamer (10% Active Ingredient)				
	Product Trade Name: Liquid Defoamer				
	A) Supplied in 1 quart containers in lots of 12 quarts per ctn	120	quarts	\$ 8.75	\$ 1,050.00

Vendors may bid any or all Contract Items. Per Section 3.2.2 of the contract specifications, the Vendor SHALL provide the Product Trade Name and EPA Registration number for each product that the Vendor is bidding whether the Vendor is bidding the Product Trade Name requested or an "or equal" product.

If the Vendor fails to provide the required information, the Vendor's bid will be disqualified for that Contract Item.

MISCELLANEOUS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-1M	Pressure Rinser				
	Product Trade Name: Easy Rinse or equal _____				
	A) Supplied per each.	25	each	\$ 24.00	\$ 600.00
DOH-2M	Biostimulant Containing				
	Soluble Potash 1.00%				
	Iron 0.36%				
	Manure Extract 79.30%				
	Humic and Fulvic Acid Extract 9.00%				
	Kelp Extract 1.20%				
	Organo-Modified Silaxane Surfactant 0.36%				
	Product Trade Name: Launch or equal _____				
A) Supplied in 2.5 gallon containers in lots of 5 gallons	10	gallon	NO BID		
DOH-3M	5-gallon Backpack Sprayer				
	Product Trade Name: Birchmeier Senior				
	A) Supplied per sprayer	10	each	\$ 255.00	\$ 2,550.00
	B) Supplied per each gasket set for Sprayer Pump	10	set	\$ 20.00	\$ 200.00
	C) Supplied per each Valve and Wand Repair Kit	10	kit	\$ 22.00	\$ 220.00
DOH-4M	2-Quart Handheld Pressure Sprayer				
	Product Trade Name: Tolco or equal _____				
	A) Supplied per each sprayer	10	each	25.00	\$ 250.00
DOH-5M	Closed System Backpack Sprayer				
	Product Trade Name: Birchmeier BCS or equal _____				
	A) Supplied per each sprayer	10	each	\$ 285.00	\$ 2,850.00
	B) Supplied per each gasket Set for Sprayer Pump	10	set	\$ 20.00	\$ 200.00
	C) Supplied per each Valve and Wand Repair Kit	10	kit	\$ 22.00	\$ 220.00
DOH-6M	32 ounce Eye Wash Bottle				
	Product Trade Name: _____				
	A) Supplied per each.	25	bottle	30.00	\$ 750.00

**Exhibit D**

**INFORMATION ATTACHMENT FORM**

Per Section 3.4 of the contract specifications, the Vendor **shall** provide the name, certification number and telephone number of at least one representative holding a current Category 7 certification or a Category 11 certification in West Virginia, who shall be available to provide training and technical assistance as required or upon the request of the WVDOH.

Please provide that representative's name, certification number and phone number in the space provided below.

NAME:                     Dave Krause                    

CERTIFICATION NUMBER:           CO4461          

TELEPHONE NUMBER:                 610-308-2007                

(Optional) EMAIL ADDRESS:           davekrause@arborchem.com          

A **COPY** OF THE REPRESENTATIVE'S CATEGORY 7 CERTIFICATION OR CATEGORY 11 CERTIFICATION **SHALL** BE SUBMITTED WITH BID SUBMISSION.

## 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 \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

**6. 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.

**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.

Vendor shall have a representative currently holding a valid Category 7 certification or a Category 11 certification in West Virginia and provide a copy with their bid.

Vendor should have a valid Category 12 certification in West Virginia.

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. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

---

---

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

---

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

---

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

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

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of 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.

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

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. 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.

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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

**22. COMPLIANCE:** 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.

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

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

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

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

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

**30. 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.

**31. 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>.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

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

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

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

**42. 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.



**43. 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.

**44. 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.

Todd Hagenbuch, Vegetation Management Specialist  
(Name, Title)  
Todd Hagenbuch, Vegetation Management Specialist  
(Printed Name and Title)  
943 Nixon Drive Mechanicsburg, PA  
(Address)  
570-401-7098/ 717-795-8234  
(Phone Number) / (Fax Number)  
thagenbuch@arborchem.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.

Arborchem Products (Division of Asplundh Tree Expert Co.)  
(Company)

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Joe Lentz - Vice President  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Date)

215-760-9420            717-795-8234  
(Phone Number) (Fax Number)

## 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: **February 09, 2017**

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@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: CRFQ 0803 DOT17\*54 Herbicide, Adjuvant & Misc. Products  
BUYER: Mark Atkins/ file#33  
SOLICITATION NO.: CRFQ 0803 DOT1700000054  
BID OPENING DATE: 02/23/2017  
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 or 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: February 23, 2017 @ 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**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.

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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end contract to provide various Herbicide Products, Adjuvant Products and Miscellaneous Products for use at locations throughout the State of WV by the WV Division of Highways.

**This contract shall be effective upon award and shall expire on December 31, 2017. Optional Renewals for Contact Year two (Y2), Year three (Y3) and Year four (Y4) will be added by Change Order upon mutual agreement between the WVDOH and the Vendor including all terms, conditions, prices, and specifications contained in the original contract and all authorized change orders.**

- 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” or “Products”** mean the list of items identified in Section 3 below.

**2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, B and C and used to evaluate the Solicitation.

**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.

**2.4 “WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.

**2.5 “EPA”** used throughout this Solicitation means Environmental Protection Agency and **“DEP”** used throughout this Solicitation means the WV Department of Environmental Protection and should reference the Federal, State and Local levels of government. Please reference [www.epa.gov](http://www.epa.gov) and [www.dep.wv.gov](http://www.dep.wv.gov).

**2.6 “Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted most current edition, are interchangeable.

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

**2.7 “Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted most current edition.

**3. GENERAL REQUIREMENTS:**

**3.1 Specifications:** The following sections of the Standard Specs, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

A complete hard-copy of the latest Standard Specs may be obtained, after January 1, 2017, from:

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

An on-line version of these Standard Specs shall be available, after December 26, 2016, by sourcing:  
<http://www.transportation.wv.gov/highways/Contractadmin/specifications>

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

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

**3.2.1 Contract Item:**

**3.2.1.1 Herbicide Products:** Contract Items DOH-1H through DOH-43H shall be Herbicide products. Product Trade Name is requested; however, the Vendor may bid an “or equal” item. **Exhibit A.**

**3.2.1.2 Adjuvant Products:** Contract Items DOH-1A through DOH-12A shall be Adjuvant products. Product Trade Name, where applicable, is requested; however, the Vendor may bid an “or equal” item. **Exhibit B.**

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

**3.2.1.4 Miscellaneous Products:** Contract Items DOH-1M through DOH-6M shall be Miscellaneous products. Product Trade Name, where applicable, is requested; however, the Vendor may bid an “or equal” item. **Exhibit C.**

**3.2.2 Product Trade Name and “Or Equal” Items:**

Vendors may bid any or all of the products listed on the Pricing Pages. Vendors may bid Product Trade Name requested, where applicable, or bid an “or equal” item.

The Vendor **shall** provide the Product Trade Name and EPA Registration Number for **each** item that the Vendor is bidding. The Vendor shall provide this information on the Pricing Page for **every** item bid whether the Vendor is providing the requested Product Name or an “or equal” product.

**The WVDOH will not assume the Product Name and/or the EPA Registration Number for any item bid, by any Vendor.**

The Vendor **shall** provide the label from the “or equal” Contract Item bid, with their bid package, to eliminate any confusion. The WVDOH reserves the right to request additional information to determine if “or equal” products meets the required specifications.

NOTE 1: Equivalency, chemical name or equivalent, shall mean equal and not necessarily identical. “Or equal” items shall be evaluated as to meeting the contract specifications. The final determination of equivalency to the required specifications will be made by the WVDOH.

Vendor should be available to provide any additional documentation required by the WVDOH during the evaluation and equivalency process.

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

**3.4 Training and Technical Assistance:** In order for a Vendor to be awarded a contract for any Contract Item requested, the Vendor **shall** have a representative,

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

currently holding a **valid Category 7 certification or a Category 11 certification in West Virginia** who is to provide training and technical assistance as required or upon the request of the WVDOH.

**3.4.1** Each Vendor **shall** provide the name, certification number and telephone number of at least one representative on the Information Attachment Form **Exhibit D**.

**3.4.2** A copy of the same representative's current Category 7 certification or Category 11 certification in West Virginia **shall** be submitted with the Vendor's bid package.

**3.4.3** The Vendor's failure to submit a copy of the representative's certification, with their bid package, **shall result in the total disqualification of the Vendor's bid**.

Vendors are encouraged to visit the WV Department of Agriculture's site <http://wvplants.wvda.us/index.aspx> to confirm your representative's current registration.

The Vendor should have a valid Category 12 certification in West Virginia.

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items listed on the Pricing Pages Exhibit's A, B, and C. A Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for which their bid is low, provided that the Vendor has provided the Product Trade Name and the EPA Registration Number for each product bid, where applicable. Failure to list this information will result in the disqualification of the Vendor's bid on that Contract Item.

**4.1.1** The successful Vendor shall furnish two product labels, for each product awarded, whether Product Name requested or "or equal", to the WVDOH. The labels shall provide pertinent information regarding product storage and handling.

The successful Vendor shall supply the proper testing procedures to determine the presence and concentration of the Herbicide in flowing water. This shall be provided to:

WVDOH  
Materials Control, Soil and Testing Division  
190 Dry Branch Road  
Charleston, WV 25306

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a Unit Cost per each Contract Item bid according to each Contract Item's identified Unit of Measure whether by gallon, quart, pound, ounce, each, etc. Vendors may NOT modify or change the Unit of Measure of any item. Vendors may bid any or all Contract Items. Vendor shall complete the Exhibit A, B, & C Pricing Pages according to Section 3.2.2 of these specifications. Failure to provide the required Product Trade Name and EPA Registration Number information will result in Vendor's bid being disqualified for that Contract Item.

Vendor **shall** complete the **Exhibit D** Information Attachment Form as requested in Section 3.2.2 of these specifications.

The Vendor's bid package shall include the Pricing Pages, the Information Attachment Form, a copy of the Vendor's Technical Representative's Category 7 certification or Category 11 certification in West Virginia and product labels for any "or equal" product bid.

The Pricing Pages 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

## **5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, by regular mail, facsimile, e-mail, or any other written forms 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.

Delivery Orders may be issued to the awarded vendor according to each Contract Item's description line item. There is no minimum or maximum order quantity.

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

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

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.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within twenty (20) working days after orders are received to the delivery location indicated on the Delivery Order. All shipments are F.O.B destination to the WVDOH location. Vendor shall deliver emergency orders within an agreed upon alternative time frame by the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the above schedule. There is no minimum or maximum order quantity.

**6.1.1 Acceptance:** With each delivery to the WVDOH, the Vendor shall certify that the products delivered conform to the properties described in that product's EPA registration. Material failing to comply with the quality requirement will not be accepted.

**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



REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

purchase price, at the Agency's discretion.

**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.

**7. ANTI-COLLUSION CLAUSE:**

**7.1** Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:

**7.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

**7.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;

**7.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;

**7.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;

**7.1.5** otherwise taken any action in restraint of free competitive bidding.

**7.2** Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:

**7.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

7.2.2 directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;

7.2.3 otherwise taken any action to put in a sham bid.

**8. VENDOR DEFAULT:**

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

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

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

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

**9. MISCELLENOUS:**

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

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

9.3 **Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items

REQUEST FOR QUOTATION  
CRFQ 0803 DOT1700000054  
**Herbicide Products, Adjuvant Products & Miscellaneous Products**

---

purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.

- 9.4 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the 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. The Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Todd Hagenbuch  
**Telephone Number:** 570-401-7098  
**Fax Number:** 717-795-8234  
**Email Address:** thagenbuch@arborchem.com



**WEST VIRGINIA DEPARTMENT OF AGRICULTURE**  
**Pesticide Regulatory Programs**  
**1900 Kanawha Blvd. East**  
**Charleston, WV 25305-0190**

This document will serve as your West Virginia pesticide certification. Please print to carry with you or save on any electronic device. If you have any questions, please call our office at 304-558-2209 or visit the website: <https://wvplants.wvda.us> .

Visit <https://wvplants.wvda.us> for pesticide exam and recertification meeting locations and to review your business information.

FOR USE ONLY IN CATEGORIES LISTED  
 WEST VIRGINIA CERTIFICATION

7,12

**C04461**

Expires: 12/31/2017  
 Commercial Pesticide Applicator  
**David L. Krause**  
 Asplundh Tree Expert Company  
 15599 N. Preston Hwy Suite 1  
 Bruceton Mills WV 26525

C04461

**David L. Krause**

Continuing Education Credit Information	Credits Acquired	Credits Required	Credits Needed	
7-Right-of-Way/Industrial Weed	82	20	0	Due 12/31/2017
12-Pesticide Storage & Distribution	76	20	0	Due 12/31/2017

*Walt Helms*

**NOT TRANSFERABLE**

**AUTHORIZED REPRESENTATIVE**

Drexel®

# MES-100™

Modified Vegetable Oil Concentrate

For post-emergence applications with herbicides.

**PRINCIPAL FUNCTIONING AGENTS:**

Methylated Seed oil, Alkylphenol ethoxylate..... 100%  
Ingredients exempt from tolerance under 40 CFR 180.

## KEEP OUT OF REACH OF CHILDREN WARNING



See **FIRST AID** Below

Read Entire Label Before Using This Product

**SHAKE WELL BEFORE USE (Recirculate Contents Before Use)**

CA Reg. No. 19713-50002-AA

Net Content:

WA Reg. No. 19713-50002

### PRECAUTIONARY STATEMENTS

#### Hazards To Humans And Domestic Animals

**WARNING:** Causes skin and eye irritation. Harmful if swallowed or if inhaled or in contact with skin. Do not get on skin, in eyes or on clothing. Do not eat, drink or smoke when using this product. Avoid breathing spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Take off contaminated clothing and wash before reuse.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

Wear protective gloves, long-sleeved shirt, long pants and shoes plus socks.

### FIRST AID

#### IF ON SKIN OR CLOTHING:

- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15 to 20 minutes.
- If skin irritation occurs, get medical advice.
- Call a poison control center or doctor if you feel unwell.

#### IF IN EYES:

- Rinse cautiously with water for 15 to 20 minutes.
- Remove contact lenses, if present and easy to do so. Continue rinsing.
- If eye irritation persists, get medical attention.

#### IF SWALLOWED:

- Call a poison control center or doctor if you feel unwell.
- Rinse mouth.

#### IF INHALED:

- Remove person to fresh air and keep comfortable for breathing.
- Call a poison control center or doctor if you feel unwell.

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also call CHEMTREC at 1-800-424-9300 for emergency.

### ENVIRONMENTAL HAZARDS

Do not contaminate water sources by cleaning of equipment or disposal washwater.

### USE INFORMATION

MES-100 is a multi-component spray adjuvant developed to maximize the performance of most post-emergent herbicides. This product may be used as a replacement for non-ionic surfactants and crop oil (petroleum oils) in most post-emergence herbicide spray mixes. Methylated seed oils tests by universities and research indicate methylated seed oil improves the performance consistency of post-emergence herbicides such as Accent®, Accent Gold®, Assert®, Beyond™, Chopper®, Classic®, Drive®, Equip™, Journey™, Option®, Osprey®, Plateau®, Poast®, Poast Plus®, Pursuit®, Raptor®, Revolver™, Ultra Blazer® and other herbicides.

### DIRECTIONS FOR USE

Use this product at 1 pint to 5 quarts per acre with post-emergent herbicides. Higher rates may be necessary for special applications. Always add this product last to the spray mix and continue agitation or follow specific tank filling information on the herbicide label. Always refer to the herbicide labels for additional recommendations or use precautions. Read and follow the label of the herbicide to be used with this product.

Not for aquatic use.

### STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

**PRODUCT STORAGE:** Store in original container. Keep container tightly closed. Protect from freezing.

**PRODUCT DISPOSAL:** Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

**CONTAINER HANDLING:** Do not reuse empty container. Triple rinse (or equivalent) during mixing and loading. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at [www.acrecycle.org](http://www.acrecycle.org). Decontaminated containers may also be disposed of in a sanitary landfill.

### WARRANTY—CONDITIONS OF SALE

OUR DIRECTIONS FOR USE of this product are based upon tests believed reliable. Follow directions carefully. Timing and method of application, weather and crop conditions, mixtures with other chemicals not specifically recommended and other influencing factors in the use of this product are beyond the control of the seller. To the extent consistent with applicable law, Buyer assumes all risks of use, storage and handling of this material not in strict accordance with directions given herewith.

To the extent consistent with applicable law, in no case shall the Manufacturer or the Seller be liable for consequential, special or indirect damages resulting from the use or handling of this product when such use and/or handling is not in strict accordance with directions given herewith. The foregoing is a condition of sale by the Seller and is accepted as such by the Buyer.

### PROTECT FROM FREEZING

Manufactured By:

**Drexel Chemical Company**

P. O. Box 13327, Memphis, TN 38113-0327

(901) 774-4370

**SINCE 1972**

MES-100 and the DREXEL logo are either trademarks or registered trademarks of Drexel Chemical Company. All other brand names, product names or trademarks belong to their respective holders.

# ARBORCHEM

## ARBORFILM IR

### SPREADER/STICKER

#### PRINCIPAL FUNCTIONING AGENTS

Pinene polymers, related derivatives and constituents ineffective as a spray adjuvant..... 100%  
NON-FOOD USE ONLY.

## KEEP OUT OF REACH OF CHILDREN CAUTION

Read label before use. Keep container tightly closed. Keep only in original container. Avoid breathing dust, fume, gas, mist, vapors or spray. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use personal protective equipment as required.

### FIRST AID

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

**IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do then continue rinsing for several minutes.

**IF ON SKIN OR CLOTHING:** Take off contaminated clothing and wash it before reuse. Wash with plenty of soap and water for several minutes.

**IF SWALLOWED:** Rinse mouth. Unless advised otherwise by a poison control center or doctor, have person rinse mouth with water, if able. Do not give anything by mouth to an unconscious person.

**IF INHALED:** Remove victim to fresh air and keep at rest in a position comfortable for breathing. If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth to mouth if possible.

**NET CONTENTS:**  
**2.5 U.S. Gallons (9.46 L)**

Manufactured for:  
**ARBORCHEM Products**  
943 Nixon Dr. • Mechanicsburg • PA 17055  
717-766-6661

## GENERAL INFORMATION

**ARBORFILM IR** spreads the active ingredient throughout the plant canopy, slows evaporation and increases contact time with the target surface for more thorough penetration and enhanced uptake of the pesticide, fungicide or nutrient application.

**ARBORFILM IR** inhibits ultraviolet degradation of the spray application and extends the flexibility of application timing and duration under adverse weather conditions. The time available for the pesticide to permeate through waxy cuticles is increased which results in a more efficient burndown.

## DIRECTIONS FOR USE

**ARBORFILM IR** can be applied up to one hour before a rainfall and should be sprayed during daylight hours to activate the formula.

Follow the recommendations of the most restrictive active ingredient label.

Tank mixtures should only be applied within the label recommendations of every product in the tank mixture.

Use only if a spreader/ sticker is allowed or not excluded on the label.

If the user does not have experience with the mixture being applied, perform a jar test using the order and amounts in the mixture and perform a phytotoxicity test to ensure crop safety.

If spray happens to land on adjacent surfaces, such as windows, cars, application equipment or others, it can be removed with soap and water, before the spray deposit is dry or with premium grade white kerosene after the film has dried or set.

To remove dried deposits from painted car surfaces, use standard tar remover products designed for use on painted car finishes.

### *Order of addition*

In general, follow the W-A-L-E-S plan when adding herbicides to a tank mix.

1. Wettable Powders (WP) then Flowables (F, DF)
2. Agitate then add adjuvants such as anti-foaming compounds, buffers
3. Liquid and Soluble products
4. Emulsifiable concentrates (EC)
- 5 **ARBORFILM IR** or other adjuvants

Prior to mixing you should fill your spray tank with half of the carrier you intend. Then start the sprayer and check to make sure that all valves and gauges work and that there is have proper tank agitation.

## USE RATES

### **BRUSH CONTROL: Ground Application**

**High Volume** - 8 to 12 ounces of **ARBORFILM IR** per 100 gallons of spray solution

**Low Volume Concentrate** - Backpack - 1 to 2 ounces of **ARBORFILM IR** per 5 gallons of spray solution.

**Aerial Application** - 8 to 12 ounces of **ARBORFILM IR** per 100 gallons of spray solution.

**Dicamba containing products** - use 12 to 16 ounces of **ARBORFILM IR** per 100 gallons of spray solution.

**Rights-of-way and industrial vegetation control sites:** On roadsides, pipelines, tank dikes, ditch banks, along fences and on other non-crop areas, use **ARBORFILM IR** with selective herbicides at 6 to 8 ounces per acre.

**ARBORFILM IR** can also be used when post-emergence herbicides are tank mixed with pre-emergence herbicides.

To improve cattail control with aquatic glyphosate formulations, mix at the rate of 1 pint of **ARBORFILM IR** per 100 gallons of spray solution.

**FORESTRY USES:** Follow the directions on all pesticide labels.

If the pesticide label does not specify or exclude the use of a spreader/sticker, follow the directions below.

To increase the efficiency of herbicides used in forest release programs and for site preparation, use **ARBORFILM IR** with herbicides such as glyphosate, triclopyr, or hexazinone, at the rate of 12 to 16 ounces per acre.

To improve the efficiency of plant growth regulator products such as imazapyr, mefluidide and chlorsulfuron, add **ARBORFILM IR** to the spray solution at the rate of 6 to 8 ounces per acre.

## STORAGE AND DISPOSAL

**Storage:** Store in a cool well-ventilated place. Keep in original container tightly closed. Do not reuse empty container. Do not store with food, feed, or other material to be used or consumed by humans or animals. Do not contaminate water supplies. For optimal storage, store between 40° and 90° F.

**Disposal:** Do not contaminate water, food or feed by storage or disposal. Dispose of contents in container to an approved waste disposal facility in accordance with all local, regional, national and international regulations. Triple rinse (or equivalent) adding rinse water to application tank. Offer container for recycling or dispose of in a sanitary landfill or by other procedures approved by local regulations. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at [www.acrcycle.org](http://www.acrcycle.org).

**WARRANTY:** Arborchem warrants that this product, when used as directed, is reasonably fit for use as designated on this label. **ARBORCHEM MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY.** Arborchem's maximum liability for breach of this warranty shall not exceed the purchase price of this product. In no event shall Arborchem be liable for indirect or consequential damages. This warranty shall not be changed by oral or written agreement unless signed by a duly authorized officer of Arborchem.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

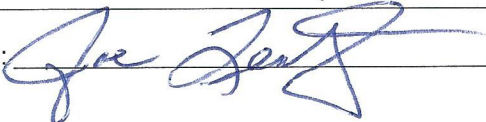
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers'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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Arborchem Products (Division of Asplundh Tree Expert Co.)

Authorized Signature:  Date: 2-1-17

State of Pa

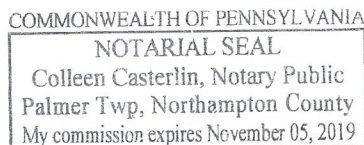
County of Northampton, to-wit:

Taken, subscribed, and sworn to before me this 1 day of February, 2017

My Commission expires 11-5-19, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC Colleen Casterlin






**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.

Todd Hagenbuch, Vegetation Management Specialist  
(Name, Title)  
Todd Hagenbuch, Vegetation Management Specialist  
(Printed Name and Title)  
943 Nixon Drive Mechanicsburg, PA  
(Address)  
570-401-7098/ 717-795-8234  
(Phone Number) / (Fax Number)  
thagenbuch@arborchem.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.

Arborchem Products (Division of Asplundh Tree Expert Co.)  
(Company)

 Vice President  
(Authorized Signature) (Representative Name, Title)

Joe Lentz - Vice President  
(Printed Name and Title of Authorized Representative)

2-3-2017  
(Date)

215-760-9420          717-795-8234  
(Phone Number) (Fax Number)