

AUG 27 2008



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

**Request for  
 Quotation**

BFO NUMBER
DNR209015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**LESCO, INC.**  
 1301 EAST 9TH STREET  
 SUITE 1300  
 CLEVELAND, OHIO 44114-1849

DIVISION OF NATURAL RESOURCES  
 PIPESTEM STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 STATE ROUTE 20  
 PIPESTEM, WV  
 25979 304-466-2804

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/21/2008				
BID OPENING DATE: 09/09/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		335-30		
<p>BLENDDED FERTILIZER, COMMERCIAL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR CHEMICALS TO TREAT AND MAINTAIN THE GOLF COURSE AT PIPESTEM RESORT STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

RECEIVED  
 2008 SEP 19 10 14

N/A  
 Not claiming  
 a preference

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	800-321-5325 Ext 6500	9/8/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Director	34-0904517		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
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**DNR209015**

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 304-558-2316**

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**LESCO, INC.**  
 1301 EAST 9TH STREET  
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 CLEVELAND, OHIO 44114-1849

**DIVISION OF NATURAL RESOURCES  
 PIPESTEM STATE PARK  
 ATTN: PARK SUPERINTENDENT  
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 25979 304-466-2804**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/21/2008				

BID OPENING DATE: **09/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p>						

*N/A  
 Not claiming  
 a preference*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-321-5325 Ext 6550	DATE 9/8/08
TITLE Director	FEIN 34-0904517	ADDRESS CHANGES TO BE NOTED ABOVE

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



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08/21/2008				

BID OPENING DATE: **09/09/2008** BID OPENING TIME **01:30PM**

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<p>OR            ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-321-5325 Ext 6550	DATE 9/8/08
TITLE Director	FEIN 34-0904517	ADDRESS CHANGES TO BE NOTED ABOVE

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



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VENDOR

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**LESCO, INC.**  
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SHIP TO

**DIVISION OF NATURAL RESOURCES  
 PIPESTEM STATE PARK  
 ATTN: PARK SUPERINTENDENT  
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 25979  
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08/21/2008				

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LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>LESCO, INC</u></p> <p>DATE: <u>September 8, 2008</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Director</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<u>[Signature]</u>	<u>800-321-5325 X6530</u>	<u>9/8/08</u>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<u>Director</u>	<u>34-0904517</u>	

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**5**

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BID OPENING DATE: **09/09/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR209015</p> <p>BID OPENING DATE: 09/09/08</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            ----- 216-706-1612 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            ----- Bids Department -----</p> <p>***** THIS IS THE END OF RFQ DNR209015 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-321-5325 EXT 4550	DATE 9/8/08
TITLE Director	FBN 34-0904517	ADDRESS CHANGES TO BE NOTED ABOVE

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Item No.	Quantity	Description	Unit Price	Amount
1	100 bags	Bayleton Granular Lebanon Turf Fungicide, contains 1% Bayleton granulate product to be dry-applied Non-burning, ready to use, composed of Homogeneous dust-free particles 90- 95% of the particles should pass through a 10 but not a 70 mesh US sieve Active ingredient Triadenfon, bulk density, 25 lb bags OR EQUAL.	—	No Bid
2	30 gal.	Bensumec 4LF, 2 - 2 1/2 gallon per case. Active ingredient Bensulide; S-(0, 0-Disopropyl Phosphorodithioate) eater of N-(2-Mercaptoethyl) Benzenensulfonamide 46% inert ingredient 54%, 4 x 1 gallon OR EQUAL. #051473	108 <sup>00</sup> PER gal	3240 <sup>00</sup>
3	44 bags	Anderson's fungicide IX, active ingredient chlorobeb 3 2% snow mold control granular Thipohanate methyl 1 63%, 44 7# bag OR EQUAL.	—	No Bid
4	100 bags	19-25-5 w/35% Methylene urea starter fertilizer, SGN120, greens grade MAP, 50 lb bag OR EQUAL.	—	No Bid
5	200 bags	13-3-26 w/ .869% Millennium Ultra, 50% NS-52, SOP, SGN150 Active ingredient a combination of 2, 4-D Clopyralid and Dicamba, 50 lb bag OR EQUAL.	—	No Bid
6	300 bags	18-5-9 Lebanon Country Club medium granular, 7 3% ammoniacal nitrogen, 5.5% water insoluble nitrogen, 5.2% water soluble nitrogen source, ammoniacal phosphate, ammoniacal sulfate of potash, 1% magnesium, 0.2% water soluble magnesium, 6% sulphur, 1% iron total, 0.5% manganese, 0 1% water soluble manganese, 50 lb bags OR EQUAL.	—	No Bid
7	200 bags	Arena 0.25% G, Active ingredient: Clothianidin with an 80 to 160 lb/A use rate, 25 lb. bags OR EQUAL. # 089911	38.85 <sup>—</sup> PER bag	7770 <sup>00</sup>
8	120 bags	Milorganite organic fertilizer, 6-2-0 Greens Grade, 5.5% water insoluble nitrogen, 0.5% water soluble nitrogen, 2.0% available phosphoric acid, 4.0% iron, 50 lb bags OR EQUAL.	—	No Bid
9	120 bags	Milorganite organic fertilizer, 6-0-2 Classic, over 4% iron, slow release, water soluble, 50 lb. bags OR EQUAL.	—	No Bid
10	50 bags	Dolomitic limestone, micro pellet greens application, 56% calcium oxide, 40% magnesium oxide, and 4% impurities of iron oxide, aluminum oxide, silicon dioxide, and sulfur, 50 lb bags OR EQUAL. # 080501	6.10 PER bag	3050 <sup>00</sup>
11	3 cases	Quicksilver T&O herbicide, active ingredient Carfentrazone-ethyl, Ethyl 2-chloro-3-(2-chloro-4-fluoro-5-(difluoromethyl)-4, 5-dihydro-3-methyl-5-oxo-1H-1,2, 4-triazol-1-yl)phenyl)-propanoate, 4 x 8 oz bottles per case OR EQUAL.	486.10 PER CASE	1458.30
* 12	10 cases	#031775 LESCO TRACKER WS Pack (10 x 4/c) Blazon spray indicator, 70% water, 30% proprietary colorant, water soluble packets, 4 x 12 x 2 oz packets per case OR EQUAL	115.06 PER 10 x 4/c	1150.60
		OR EQUAL. Bid must include freight charges.	—	- 0 -
TOTAL ORDER				16668.90

\* Pricing valid through 12/31/08

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: LESCO, INC

Authorized Signature: [Signature] Date: 9/8/08



# LESCO® TRACKER® WS

## Spray Indicator Dye in Water Soluble Packets

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

### PRECAUTIONARY STATEMENTS

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

### GENERAL INFORMATION

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

### DESCRIPTION

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

### DIRECTIONS FOR USE

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

### Recommended Applications on Turf:

Use 1 - 2 water soluble packets per 50 gallons of spray mix. Desired rates may vary depending upon the turf height and color, and spray application volume per acre.

### Hydro-Seeding Rates

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

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

### MIXING DIRECTIONS

For paddle, sparger, and bypass agitation systems:

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

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

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LESCO and Tracker are registered trademarks of  
Lesco Technologies, L.L.C. 05/01

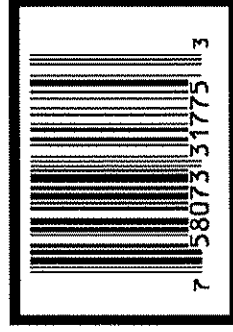
Target Area	Packets mixed per 50 Gall/200 ltr
Greens	1
Fairways/Lawns	1 - 2
Roughs, etc.	1 - 2

### WARRANTY

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

Carton net weight approx.  
4.9 lbs/2.2 kg.

Item #  
031775



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

LESCO • 15885 Sprague Road • Strongsville, OH 44136-1799



## **Drug & Alcohol Abuse Policy**

### **1. POLICY**

1.1 John Deere Landscapes has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.

1.2 John Deere Landscapes has the right and obligation to maintain a safe, healthy, and efficient workplace for all of its employees, and to protect the organization's property, information, equipment, operations and reputation.

1.3 John Deere Landscapes recognizes its obligations to its member companies for the provision of services that are free of the influence of illegal drugs and alcohol, and will endeavor through this policy to provide drug-and alcohol-free services.

1.4 John Deere Landscapes further expresses its intent through this policy to comply with federal and state rules, regulations or laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.

1.5 As a condition of employment, all employees are required to abide by the terms of this policy and to notify John Deere Landscapes' management of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

### **2. PURPOSE**

2.1 This policy outlines the goals and objectives of John Deere Landscapes' drug and alcohol testing program and provides guidance to supervisors and employees concerning their responsibilities for carrying out the program.

### **3. SCOPE**

3.1 This policy applies to all departments, all employees and all job applicants. The term employee includes contracted employees.

#### **4. DEFINITIONS**

4.1 Alcohol means any beverage that contains ethyl alcohol (ethanol), including but not limited to beer, wine and distilled spirits.

4.2 Company premises or company facilities means all property of John Deere Landscapes including, but not limited to, the offices, facilities and surrounding areas on John Deere Landscapes-owned or -leased property, parking lots, and storage areas. The term also includes John Deere Landscapes-owned or -leased vehicles and equipment wherever located.

4.3 Contraband means any article, the possession of which on John Deere Landscapes premises or while on John Deere Landscapes business, causes an employee to be in violation of John Deere Landscapes work rule or law. Contraband includes illegal drugs and alcoholic beverages, drug paraphernalia, lethal weapons, firearms, explosives, incendiaries, stolen property, counterfeit money, untaxed whiskey, and pornographic materials.

4.4 Drug testing means the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting a drug or alcohol.

4.5 Illegal drug means any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not legally obtained; any prescribed drug not being used for the prescribed purpose; any over-the-counter drug being used at a dosage level other than recommended by the manufacturer or being used for a purpose other than intended by the manufacturer; and any drug being used for a purpose not in accordance with bona fide medical therapy. Examples of illegal drugs are cannabis substances, such as marijuana and hashish, cocaine, heroin, methamphetamine, phencyclidine (PCP), and so-called designer drugs and look-alike drugs.

4.6 Legal drug means any prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which prescribed or manufactured.

4.7 Reasonable belief means a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties due to drug or alcohol impairment. Such inability to perform may include, but not be limited to, decreases in the quality or quantity of the employee's productivity, judgment, reasoning, concentration and psychomotor control, and marked changes in behavior. Accidents, deviations from safe working practices, and erratic conduct indicative of impairment are examples of "reasonable belief" situations.

4.8 Under the influence means a condition in which a person is affected by a drug or by alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, such as urinalysis or blood analysis, and in some cases by the opinion of a layperson.

## **5. EDUCATION**

5.1 Supervisors and other management personnel are to be trained in:

- a. detecting the signs and behavior of employees who may be using drugs or alcohol in violation of this policy;
- b. intervening in situations that may involve violations of this policy;
- c. recognizing the above activities as a direct job responsibility.

5.2 Employees are to be informed of:

- a. the health and safety dangers associated with drug and alcohol use;
- b. the provisions of this policy.

## **6. PROHIBITED ACTIVITIES**

6.1 Legal Drugs

- a. The undisclosed use of any legal drug by any employee while performing John Deere Landscapes business or while on John Deere Landscapes premises is prohibited. However, an employee may continue to work even though using a legal drug if John Deere Landscapes management has determined, after consulting with John Deere Landscapes' health and/or human resources officials, that such use does not pose a threat to safety and that the using employee's job performance is not significantly affected. Otherwise, the employee may be required to take leave of absence or comply with other appropriate action as determined by John Deere Landscapes management.
- b. An employee whose medical therapy requires the use of a legal drug must report such use to his or her supervisor prior to the performance of John Deere Landscapes business. The supervisor who is so informed will contact John Deere Landscapes' designated human resources officials for guidance.
- c. John Deere Landscapes at all times reserves the right to judge the effect that a legal drug may have on job performance and to restrict the using employee's work activity or presence at the workplace accordingly.

## 6.2 Illegal Drugs and Alcohol

- a. The use, sale, purchase, transfer, or possession of an illegal drug or of alcohol by any employee while on John Deere Landscapes premises or while performing John Deere Landscapes business is prohibited.

## **7. DISCIPLINE**

7.1 Any employee who possesses, distributes, sells, attempts to sell, or transfers illegal drugs on John Deere Landscapes premises or while on John Deere Landscapes business will be discharged.

7.2 Any employee who is found to be in possession of or under the influence of alcohol in violation of this policy will be subject to discipline up to and including discharge.

7.3 Any employee who is found to be in possession of contraband in violation of this policy will be subject to discipline up to and including discharge.

7.4 Any employee who is found through drug or alcohol testing to have in his or her body a detectable amount of an illegal drug or of alcohol will be subject to discipline up to and including discharge.

## **8. DRUG AND ALCOHOL TESTING OF JOB APPLICANTS**

8.1 All applicants for employment, including applicants for part-time and seasonal positions and applicants who are former employees, are subject to drug and alcohol testing.

8.2 An applicant must pass the drug test to be considered for employment.

8.3 An applicant will be notified of John Deere Landscapes' drug and alcohol testing policy prior to being tested; will be informed in writing of his or her right to refuse to undergo such testing; and will be informed that the consequence of refusal is termination of the pre-employment process.

8.4 An applicant will be provided written notice of this policy, and by signature will be required to acknowledge receipt and understanding of the policy.

8.5 If an applicant refuses to take a drug or alcohol test, or if evidence of the use of illegal drugs or alcohol by an applicant is discovered, either through testing or other means, the pre-employment process will be terminated.

## **9. DRUG AND ALCOHOL TESTING OF EMPLOYEES**

9.1 John Deere Landscapes will notify employees of this policy by:

- a. Providing to each employee a copy of the policy, and obtaining a written acknowledgement from each employee that the policy has been received and read.
- b. Announcing the policy in various written communications and making presentations at employee meetings.

9.2 John Deere Landscapes may perform drug or alcohol testing:

- a. Of any employee who manifests "reasonable belief" behavior.
- b. Of any employee who is involved in an accident that results or could result in the filing of a Workers' Compensation claim.
- c. On a random basis of any employee.
- d. Of any employee who is subject to drug or alcohol testing pursuant to federal or state rules, regulations or laws.

9.3 An employee's consent to submit to drug or alcohol testing is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including discharge, for a first refusal or any subsequent refusal.

9.4 An employee who is tested in a "reasonable belief" situation may be suspended pending receipt of written tests results and whatever inquiries may be required.

## **10. APPEAL OF A DRUG OR ALCOHOL TEST RESULT**

10.1 An applicant or employee whose drug or alcohol test reported positive will be offered the opportunity of a meeting to offer an explanation. The purpose of the meeting will be to determine if there is any reason that a positive finding could have resulted from some cause other than drug or alcohol use. John Deere Landscapes, through its health and/or human resource officials, will judge whether an offered explanation merits further inquiry.

10.2 An employee whose drug or alcohol test is reported positive will be offered the opportunity to:

- a. Obtain and independently test, at the employee's expense, the remaining portion of the urine specimen that yielded the positive result;
- b. Obtain the written test result and submit it to an independent medical review at the employee's expense.

10.3 The employee may use John Deere Landscapes' medical benefits, to the extent that coverage may apply, for meeting the costs of 10.2 (a) and (b);

10.4 During the period of an appeal and any resulting inquiries, the pre-employment selection process for an applicant will be placed on hold, and the employment status of an employee may be suspended.

An employee who is suspended pending appeal will be permitted to use any available annual leave in order to remain in an active pay status. If the employee has no annual leave or chooses not to use it, the suspension will be without pay.

## **11. INSPECTIONS AND SEARCHES**

11.1 John Deere Landscapes may conduct unannounced general inspections and searches for drugs or alcohol on John Deere Landscapes premises or in John Deere Landscapes vehicles or equipment wherever located. Employees are expected to cooperate.

11.2 Search of an employee and his or her personal property may be made when there is reasonable belief to conclude that the employee is in violation of this policy.

11.3 An employee's consent to a search is required as a condition of employment, and the employee's refusal to consent may result in disciplinary action, including discharge, even for a first refusal.

11.4 Illegal drugs, drugs believed to be illegal, and drug paraphernalia found on John Deere Landscapes property will be turned over to the appropriate law enforcement agency and the full cooperation given to any subsequent investigation. Substances that cannot be identified as an illegal drug by a layman's examination will be turned over to a forensic laboratory for scientific analysis.

11.5 Other forms of contraband, such as firearms, explosives, and lethal weapons, will be subject to seizure during an inspection or search. An employee who is found to possess contraband on John Deere Landscapes property or while on John Deere Landscapes business will be subject to discipline up to and including discharge.

11.6 If an employee is the subject of a drug-related investigation by John Deere Landscapes or by a law enforcement agency, the employee may be suspended pending completion of the investigation.

## **12. CONFIDENTIALITY**

12.1 All information relating to drug or alcohol testing or the identification of persons as users of drugs and alcohol will be protected by John Deere Landscapes as confidential unless otherwise required by law, overriding public health and safety concerns, or authorized in writing by the persons in question.