



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

Request for Quotation

RFQ NUMBER
6612C015

PAGE
1

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

VENDOR

*406130914 216-706-9250
JOHN DEERE LANDSCAPES
1385 E 36TH ST
CLEVELAND OH 44114-4114

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 01/18/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		675-85		\$345,016.47
<p>HERBICIDES, ADJUVANTS, AND OTHER ITEMS</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE HERBICIDES, ADJUVANTS, SAFETY AND OTHER MISCELLANEOUS ITEMS FOR ALL TEN DISTRICTS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 02/17/12 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 2/23/12 AT 11:00 A.M., IN THE WEST VIRGINIA STATE PURCHASING DIVISION LOCATED AT 2019 WASHINGTON STREET EAST, CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE</p>						

RECEIVED
 2012 MAR -9 AM 11:45
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Alan Cummings* TELEPHONE **216-706-9250** DATE **3/7/12**

TITLE **Sr. Bid Rep** FEIN **36-4485550** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
6612C015

PAGE
2

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

VENDOR

*406130914 216-706-9250
JOHN DEERE LANDSCAPES
1385 E 36TH ST

CLEVELAND OH 44114-4114

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/18/2012				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.</p> <p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER(S) FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL INCLUDE THEIR PHONE AND FAX NUMBERS.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE START TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Melby M. M...</i>	TELEPHONE <i>216-706-9250</i>	DATE <i>2/7/12</i>
TITLE <i>Sr. Bid Rep.</i>	FEIN <i>716-4485550</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
6612C015

PAGE
3

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

VENDOR
 *406130914 216-706-9250
JOHN DEERE LANDSCAPES
1385 E 36TH ST
CLEVELAND OH 44114-4114

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 01/18/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>X 2/9/12</i></p> <p>NO. 2 <i>X 2/28/12</i></p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Melby M. Vorous</i> SIGNATURE John Deere Landscapes COMPANY</p> <p><i>3/7/12</i> DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Melby M. Vorous</i>	TELEPHONE <i>216 706 9250</i>	DATE <i>3/7/12</i>
TITLE <i>Sr. Mkt Rep</i>	FEIN <i>216 114 8850</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
6612C015

PAGE
5

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

VENDOR
 *406130914 216-706-9250
JOHN DEERE LANDSCAPES
1385 E 36TH ST
CLEVELAND OH 44114-4114

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/18/2012				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mary M. [Signature]</i>	TELEPHONE <i>216-706-9250</i>	DATE <i>3/7/12</i>
--------------------------------------	-------------------------------	--------------------

TITLE <i>Sr Bud [Signature]</i>	FEIN <i>36-448550</i>	ADDRESS CHANGES TO BE NOTED ABOVE
---------------------------------	-----------------------	-----------------------------------

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



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

Request for Quotation

RFQ NUMBER
6612C015

PAGE
7

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

VENDOR

*406130914 216-706-9250
JOHN DEERE LANDSCAPES
1385 E 36TH ST

CLEVELAND OH 44114-4114

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/18/2012				

BID OPENING DATE: **03/14/2012** 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: ALAN CUMMINGS - FILE 33</p> <p>RFQ. NO.: 6612C015</p> <p>BID OPENING DATE: 03/14/2012</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>248-581-1433</i> - or - bids@johndeerelandscapes.com</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Bids Department Representative</i></p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Malcolm Wilson</i>	TELEPHONE <i>216-706-9250</i>	DATE <i>3/7/12</i>
TITLE <i>Sr. Bid Rep</i>	FEIN <i>300003510</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specification Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications shall apply to the administration of this Contract: 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20

The terms "Contractor" and "Vendor" used in the above specifications or this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010 and the January 1, 2011 Supplemental Specifications may be obtained from:

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

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

Herbicide furnished under this contract shall conform to the physical and chemical properties set out in the EPA Registration of the product provided by the Vendor.

2. BIDDING INSTRUCTIONS

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

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

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

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

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

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

3. TRAINING AND TECHNICAL ASSISTANCE

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

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

<u>NAME OF REPRESENTATIVE</u>	<u>PHONE NUMBER</u>	<u>ADDRESS</u>
<u>Matt Marshall</u>	<u>614-419-6141</u>	<u>960 Claymont Rd., Gahanna, OH 43240</u>
_____	_____	_____

4. CONTRACT AWARD

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

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

The State of West Virginia reserves the right to make multiple awards on this contract when it is in the best interest of the State to do so.

5. ACCEPTANCE PLAN

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

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

6. TESTING PROCEDURES

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

7. BID QUANTITIES

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

8. DELIVERY

Materials under this contract are to be shipped prepaid F.O.B. delivery to Division of Highways District Storerooms as follows:

District One	Charleston
District Two	Huntington
District Three	Parkersburg
District Four	Clarksburg
District Five	Burlington
District Six	Moundsville
District Seven	Weston
District Eight	Elkins
District Nine	Lewisburg
District Ten	Princeton

Materials should be shipped to the location and in the quantity specified in the Agency Release within 20 days after the Agency Release is issued by the Division of Highways.

9. VENDOR'S INVOICES

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

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

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

10. RESTRICTED AND NON-RESTRICTED HERBICIDES

Herbicide products which have been declared RESTRICTED in their use by the Environmental Protection Agency (EPA) must be applied under the supervision of a licensed herbicide applicator. The Department reserves the right to disallow the use of RESTRICTED herbicides when non-restricted herbicides are available to achieve the same objective.

11. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendor(s) must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any State agency as a condition of award.

12. MANDATORY PRE-BID

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

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

NOTE: Vendors should type Bid Schedules

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

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost		
Item #									
DOH-1H	Water Soluble Emulsifiable Concentrate Containing: Ammonium Salt of Fosamine with Surfactant Product Trade Name: Krenite S or equal EPA Registration Number: _____	A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 15 gallon returnable/refillable containers	4 lbs/gallon	3000	gallon	NO BID			
DOH-2H	Water Soluble Emulsifiable Concentrate Containing: Isopropylamine Salt of Glyphosate Phosphate Ester Surfactant Product Trade Name: Roundup Pro Concentrate or equal EPA Registration Number: _____	A) Supplied in 30 gallon plastic returnable drums. B) Supplied in 2.5 gallon containers in lots of 5 gallons C) Supplied in 15 gallon returnable/refillable containers D) Supplied in 250 gallon returnable/refillable shuttle.	50.20%	6000	gallon			NO BID	
DOH-3H	Dispersible Granules Containing: Sulfometuron Methyl Product Trade Name: Oust XP or equal EPA Registration Number: 352-601	A) Supplied in 3 pound containers in lots of 24 pounds #097217 B) Supplied in 3 pound jug #097217	75%	100	pound	\$100.85/lb.	\$10,085.00		
DOH-4H	Water Soluble Aqueous Suspension Containing: Oryzalin Product Trade Name: Oryzalin 4 Pro or equal EPA Registration Number: 72167-15-73220	A) Supplied in 2.5 gallon containers in lots of 5 gallons #014573 Aqueous Solution Containing: Imazapyr	4 lbs/gallon	100	pound	\$100.85/lb.	\$10,085.00		
DOH-5H	Arsenal Powerline or equal Product Trade Name: Arsenal Powerline or equal EPA Registration Number: _____	A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 15 gallon drums	2 lbs/gallon	250	gallon	\$42.984/gal.	\$10,746.00		
				150	gallon	NO BID			
				150	gallon				

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Aqueous Carrier Containing: Pendimethalin						
DOH-6H	Product Trade Name: <u>Pendulum AquaCap</u> or equal EPA Registration Number: <u>241-416</u>	A) Supplied in 2.5 gallon containers in lots of 5 gallons #097167 Water Soluble Concentrate Containing: Tricopyr	3.8 lbs/gallon	600	gallon	\$70.79/gal. \$42,477.60	
DOH-7H	Product Trade Name: <u>Carlon 3A</u> or equal EPA Registration Number: <u>62719-37</u>	A) Supplied in 2.5 gallon containers in lots of 5 gallons #097189 B) Supplied in 30 gallon containers C) Supplied in 15 gallon continuum returnable/refillable containers in pallets of 9 containers.	3 lbs/gallon	500	gallon	\$94.66/gal. \$47,330.00	
DOH-8H	Product Trade Name: <u>Carlon 4 Ultra</u> or equal EPA Registration Number: <u>62719-527</u>	A) Supplied in 2.5 gallon containers in lots of 5 gallons #097290 B) Supplied in 30 gallon containers C) Supplied in 15 gallon continuum returnable/refillable containers in pallets of 9 containers.	4 lbs/gallon	250	gallon	\$19.66/gal. \$29,916.00	
DOH-9H	Product Trade Name: <u>Karmex XP</u> or equal EPA Registration Number: <u>352-692</u>	A) Supplied in 5 pound bags in lots of 10 bags #097216 B) Supplied in 25 pound bags #097688 Water Soluble Liquid Containing: Dimethylamine Salt of 2, 4-D acid	80.00%	2000	pound	\$8.124/lb. \$16,748.00	
DOH-10H	Product Trade Name: <u>DM A4</u> or equal EPA Registration Number: _____	A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 30 gallon containers C) Supplied in 15 gallon returnable/refillable containers in pallets of 9 containers.	3.8 lbs/gallon	2000	pound	\$6.25/lb. \$12,500.00	
							NO BID

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-11H	Water Soluble Liquid Containing: Ammonium Salt of Imazapic		23.60%				
	Product Trade Name: Plateau or equal						
	EPA Registration Number:						
	A) Supplied in 1 gallon containers in lots of 2 gallons			50	gallon		NO BID
	B) Supplied in 1.44 ounce packets in lots of 14 packets			4444	packet		NO BID
	C) Supplied in 1 quart containers in lots of 4 quarts			200	quart		NO BID
	D) Supplied in 15 gallon containers			4	containers		NO BID
DOH-12H	A Dispersible Liquid Containing: Hexazinone		2 lbs/gallon				
	Product Trade Name: Velpar L or equal						
	EPA Registration Number:						
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			50	gallon		NO BID
DOH-13H	Dry Flowable Containing: Metsulfuron Methyl		60%				
	Product Trade Name: (Escort XP) or equal						
	EPA Registration Number: 352-439						
	A) Supplied in 16 ounce containers in lots of 8 pounds (8-16 oz ctrs) #01128			2400	ounce	\$14.33/oz.	\$34,392.00
	B) Supplied in 16 ounce jugs #01128			2400	ounce	\$14.33/oz.	\$34,392.00
	C) Supplied in 64 ounce jug returnable/refillable			2400	ounce	NO BID	—
DOH-14H	Water Soluble Granule Herbicide Containing: Ammonium Salt of Glyphosate		71.40%				
	Product Trade Name: Roundup Pro Dry or equal						
	EPA Registration Number:						
	A) Supplied in 23.25 pound box			25	box		NO BID
DOH-15H	Dry Flowable Containing: Chlorsulfuron		75%				
	Product Trade Name: Telar XP or equal						
	EPA Registration Number:						
	A) Supplied in 8 x 16 ounce container to a case			160	ounce		NO BID

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-16H	A Liquid Solution Containing: Isocetyl ester of 2,4 Dichlorophenoxyacetic Acid 2-ethylhexyl ester of +R-2-(2,4-Dichlorophenoxy Propionic Acid Dicamba (3, 6-Dichloro-o-anisic Acid) Product Trade Name: BK-800 or equal _____ EPA Registration Number: _____						
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			100	gallon		NO BID
	B) Supplied in 30 gallon drums			100	gallon		
DOH-17H	Dry Flowable Containing: Tebuthiuron Product Trade Name: Spike 80 DF or equal _____ EPA Registration Number: _____		80%				
	A) Supplied in 4 pound bags in lots of 24 pounds			50	pound		NO BID
	B) Supplied in 25 pound bags			50	pound		
DOH-18H	A Water Soluble Emulsifiable Concentrate Containing: Clopyralid Product Trade Name: Transline or equal _____ EPA Registration Number: _____		3 lbs/gallon				
	A) Supplied in 2.5 gallon containers in lots of 5 gallons			25	gallon		NO BID
	B) Supplied in .5 gallon containers in lots of 2 gallons			25	gallon		
DOH-19H	Aqueous Solution Containing: Isopropylamine Salt of Imazapyr Product Trade Name: Stalker or equal _____ EPA Registration Number: _____		27.60%				
	A) Supplied in 1 quart containers in lots of 4 quarts			200	quart		NO BID
DOH-20H	Aqueous Solution Containing: Diglycolamine Salt of 3, 6-Dichloro-O-Anisic Acid Product Trade Name: Vanquish or equal _____ EPA Registration Number: 228-397		4 lbs/gallon				
	A) Supplied in 2.5 gallon containers in lots of 5 gallons #097332			300	gallon	\$75.744/gal. \$22,722.00	
	B) Supplied in 15 gallon returnable/refillable containers in pallets of 9 containers.			300	gallon	No BID	15

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-21H	Aqueous Solution Containing: Tricopyr Product Trade Name: Pathfinder II or equal EPA Registration Number: 62719-176 A) Supplied in 2.5 gallon containers in lots of 5 gallons #097292		.75 lbs/gallon	300	gallon	\$50.00/gal. \$16,800.00	
DOH-22H	A Water Soluble Emulsifiable Concentrate Containing: Isopropylamine Salt of Glyphosate Product Trade Name: Rodeo or equal EPA Registration Number:		53.80%				
DOH-23H	A Liquid Containing: Aminopyralid Product Trade Name: Milestone VM or equal EPA Registration Number: 62719-537 A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 30 gallon plastic returnable drums		40.60%	100	gallon		NO BID
DOH-24H	Water Dispersible Granular Material Containing: Prodiamine Product Trade Name: Endurance or equal ADDENDUM ★ EPA Registration Number: A) Supplied in 1 quart containers, 12 containers per lot B) Supplied in 2.5 gallon containers in lots of 5 gallons #097285		65%	200	quarts	NO BID	
DOH-25H	Emulsifiable Concentrate Containing: Quizalofop P-Ethyl Product Trade Name: Assure II or equal EPA Registration Number: A) Supplied in 10 pound containers, 50 pounds per lot		.88 lbs/gallon	100	pound		NO BID
DOH-26H	Emulsifiable Concentrate Containing: Fluazifop-P-butyl Product Trade Name: Ornamec or equal Ornamec "Over-the-Top" grass herbicide EPA Registration Number: 2217-128 A) Supplied in 1 gallon containers in lots of 4 gallons #097411		6.75%	16	gallon		NO BID
				16	gallon	\$204.72	\$3,275.52

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

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-33H	Dispersible Granules Containing: Sulfometuron Methyl Chlorsulfuron	Product Trade Name: <u>Landmark XP</u> or equal EPA Registration Number: <u>352-645</u> A) Supplied in 4 pound jugs in lots of 32 pounds #0917582 B) Supplied in 64 ounce jug, returnable/refillable	56.25% 18.75%	100 1600	pound ounce	\$ 206.14 / lb. NO BID	\$ 20,275.52 —
DOH-34H	Dispersible Granules Containing: Sulfometuron Methyl Metsulfuron Methyl	Product Trade Name: <u>Oust Extra</u> or equal EPA Registration Number: _____ A) Supplied in 4 pound jugs in lots of 32 pounds B) Supplied in 64 ounce jug, returnable/refillable C) Supplied in 12 pound jugs	56.25% 15.00%	400 6400 400	pound ounce pound	NO BID	
DOH-35H	A Dry Flowable Granule Containing: Bromacil Diuron	Product Trade Name: <u>Krovar I DE</u> or equal EPA Registration Number: <u>352-505</u> A) Supplied in 6 pound containers in lots of 8 containers #0917287	40% 40%	50	pound	\$ 17.27 / lb.	\$ 863.50
DOH-36H	A Liquid Containing: Imazapic Glyphosate	Product Trade Name: <u>Journey</u> or equal EPA Registration Number: _____ A) Supplied in 2.5 gallon containers in lots of 5 gallons	8.13% 21.94%	100	gallon	NO BID	

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-37H	A Liquid Containing: Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid Dimethylamine Salt of Dicamba (3,6-Dichloro-o-Anisic Acid) Product Trade Name: Veteran 720 or equal EPA Registration Number:		24.58% 12.82%	100 100	gallon gallon	NO BID	NO BID
DOH-38H	A) Supplied in 2.5 gallon containers in lots of 5 gallons B) Supplied in 30 gallon drums Dispersible Granules Containing: Chlorsulfuron Sulfometuron Methyl Sulfentrazone Product Trade Name: Throttle XP or equal EPA Registration Number:		9% 18% 48%	100	pound	NO BID	NO BID
DOH-39H	A) Supplied in 3.9 pound containers, 8 containers per case Water Soluble Dispersible Extruded Paste Granule Containing: Aminocyclopyrachlor Chlorsulfuron Product Trade Name: Perspective™ or equal EPA Registration Number:		39.50% 15.80%	240 40 80 20	ounces ounces pounds pounds	NO BID	NO BID
DOH-40H	A) Supplied in 20 ounce containers in lots of 240 ounces B) Supplied in 20 ounce jug C) Supplied in 5 pound containers in lots of 40 pounds D) Supplied in 5 pound jug Water Soluble Dispersible Extruded Paste Granule Containing: Aminocyclopyrachlor Metsulfuron methyl Product Trade Name: Streamline™ or equal EPA Registration Number:		39.50% 12.60%	96 96	pounds pounds	NO BID	NO BID

13 Herbicide Bid Schedule

6612C015

HERBICIDES		Description	% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #							
DOH-41H		Water Soluble Dispersible Extruded Paste Granule Containing: Imazapyr	31.60%				
		Aminocyclopyrachlor	22.80%				
		Metsulfuron methyl	7.30%				
		Product Trade Name: Viewpoint™ or equal _____					
		EPA Registration Number: _____					
		A) Supplied in 5 pound containers in lots of 40 pounds		100	pounds		
		B) Supplied in 5 pound jug		100	pounds		
NO BID							

TOTAL

~~\$35,145.74~~

13 Herbicide Bid Schedule

ADDENDUM #1 6612C015

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

NO BID

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

NO BID

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

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

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

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

ADJUVANTS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-1A	A Water Soluble Blue Liquid Spray Pattern Indicator Product Trade Name: Bullseye or equal A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	NO BID	NO BID
DOH-2A	A Miscible-Dispersible Liquid Defoamer (30% Active Ingredient) Product Trade Name: <u>Hydro Liquid Antifoam</u> , label enclosed #000727 A) Supplied in <u>100Z.</u> containers in lots of <u>12</u> .	100	gallon	\$30.24/gal.	\$3,024.00
DOH-3A	A Diluent with Emulsifiers Product Trade Name: Hygrade EC or Arborchem Basal Oil or Bark Oil EC or Alenza Basal Oil or Penevator or equal A) Supplied in _____ containers in lots of _____.	100	gallon	NO BID	NO BID
DOH-4A	Non-ionic Surfactant (90% Active Ingredient) Product Trade Name: <u>LS90 90/10 Non-ionic Surfactant</u> , label enclosed #19320 A) Supplied in <u>2.5 gal.</u> containers in lots of <u>2</u> .	100	gallon	\$13.824/gal.	\$1,382.40
DOH-5A	A Granular/Flake Drift Control Agent Product Trade Name: _____ A) Supplied in _____ containers in lots of _____.	100	pound	NO BID	NO BID
DOH-6A	A Liquid Drift Control Agent Product Trade Name: _____ A) Supplied in _____ containers in lots of _____.	100	gallon	NO BID	NO BID
DOH-7A	Aquatic Surfactant Product Trade Name: <u>Applied Bio-Aquatic Surfactant</u> , label enclosed #097780 A) Supplied in <u>1 gal.</u> containers in lots of <u>12</u> .	100	gallon	\$54.24/gal.	\$5,424.00
DOH-8A	A 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	NO BID
DOH-9A	A Non-ionic Sticker Spreader Product Trade Name: Nu-Film-IR or equal A) Supplied in 2.5 gallon containers in lots of _____.	100	gallon	NO BID	NO BID
DOH-10A	A Ready-to-Use Formula Containing Paraffinic Oil Emulsifiers Product Trade Name: Thinvert RTU or equal A) Supplied in 2.5 gallon containers in lots of 5 gallons per case. B) Supplied in 15 gallon drum.	100	gallon	NO BID	NO BID

ADJUVANTS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-11A	A Concentrate Formula Containing Paraffinic Oil Emulsifiers and Surfactants Product Trade Name: Thinvert RTU or equal _____ A) Supplied in 2.5 gallon containers in lots of 5 gallons per case. B) Supplied in 15 gallon drum.	100 100	gallon gallon		NO BID
SAFETY EQUIPMENT					
Item #	Description	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
DOH-1S	Emergency Spill Kit Containing: 15 Universal Plus Sorbent Pads 3 Cobra Coils 1 Pair Safety Goggles 1 Pair Latex Gloves 1 Large Refuse Bag 1 List of Environmental Compliance Telephone Numbers Size: 18"x18"x4" Vacuum Packed in Puncture Resistant Foil Product Trade Name: <u>Giringer Emergency Spill Kit</u> A) Supplied by the kit. #3AP01	1	each	\$40.50	\$40.50
DOH-2S	A Granular/Flake Spill Absorbent Product Trade Name: _____ A) Supplied in _____ containers in lots of _____.	1	pound		NO BID
DOH-3S	32 ounce Eye Wash Bottle Product Trade Name: _____ A) Supplied per each.	1	each		NO BID

MISCELLANEOUS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-1M	Pressure Rinser Product Trade Name: Easy Rinse or equal A) Supplied per each.	1	each	NO BID	NO BID
DOH-2M	Hand Soap with Citrus Oil Product Trade Name: Zep or equal A) Supplied in 32 ounce containers in lots of 20 containers per case	1	container	NO BID	NO BID
DOH-3M	A Biostimulant Containing Soluble Potash 1.00% Iron 0.36% Manure Extract 79.30% Humic and Fulvic Acid Extract 9.00% Kelp Extract 1.20% Organo-Modified Silaxane Surfactant 0.36% Product Trade Name: Launch or equal				
DOH-4M	A) Supplied in 2.5 gallon containers in lots of 5 gallons Nitri-Solve 100% - 15 mil 13" Nitrile Gloves - Compliance EPA 40 CFR 170 A) Supplied size Small. B) Supplied size Medium. C) Supplied size Large. D) Supplied size X-Large. E) Supplied size XX-Large.	2.5	gallon	NO BID	NO BID
DOH-5M	A 5-gallon Backpack Sprayer Product Trade Name: Birchmeier or equal A) Supplied per sprayer B) Gasket Set for Sprayer Pump C) Hose Valve and Wand Repair Kit	1	each	NO BID	NO BID
DOH-6M	2-Quart Handheld Pressure Sprayer Product Trade Name: Tolco or equal A) Supplied per sprayer	1	each	NO BID	NO BID

Item #		Description		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
DOH-7M		Closed System Backpack Sprayer					
		Product Trade Name: Birchmeier BCS or equal _____					
		A) Supplied per sprayer		1	each		
		B) Gasket Set for Sprayer Pump		1	set		
		C) Hose Valve and Wand Repair Kit		1	kit		
NO BID							

TOTAL \$9,870.90

GRAND TOTAL \$345,016.47



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

Request for Quotation

RFQ NUMBER
6612C015

PAGE
1

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

VENDOR

*406130914 216-706-9250
 JOHN DEERE LANDSCAPES
 1385 E 36TH ST

 CLEVELAND OH 44114-4114

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark M. Young</i>	TELEPHONE <i>216-706-9250</i>	DATE <i>3/7/12</i>
TITLE <i>Sr. Bid Rep.</i>	FEIN <i>36-4485550</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
6612C015

PAGE
1

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

VENDOR
 *406130914 216-706-9250
JOHN DEERE LANDSCAPES
1385 E 36TH ST
CLEVELAND OH 44114-4114

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Walter M. Vowles</i>	TELEPHONE <i>216-706-9250</i>	DATE <i>3/7/12</i>
TITLE <i>Sr. Bid Ref.</i>	FEIN <i>36-4485550</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 6612C015

Date: 2/23/2012 11:00

Project Description:

Herbicides

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

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

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

Firm Name:	<u>VNDON</u>
Firm Address:	
Representative Attending:	<u>EUGENE TUCKWILLER</u>
Phone Number:	<u>304-487-5233</u>
Fax Number:	
Email Address:	<u>EUGENE.R.TUCKWILLER@VNET.COM</u>

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

Firm Name:	<u>Summit Helicopters, Inc (C3m)</u>
Firm Address:	<u>P.O. Box 39 Clarende Va. 24077</u>
Representative Attending:	<u>BARRY W. CLINEVELL</u>
Phone Number:	<u>540-992-5500</u>
Fax Number:	<u>540-992-5503</u>
Email Address:	<u>summitsales@rbnet.com</u>

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

6612C015

Request for Quotation Number:

2/23/2012 11:00

Date:

Herbicides

Project Description:

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

Firm Name:	Arboretra Products
Firm Address:	943 Nixon Dr Mechanicsburg, PA 17053
Representative Attending:	See Lentz
Phone Number:	215 760 9420
Fax Number:	717 766 6661
Email Address:	seleantz@arboretra.com

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

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

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

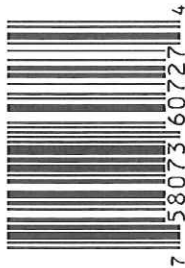
Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

LESCO®

Recede™ Liquid Antifoam

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



NET CONTENTS: 16 fl. oz.
#060727

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

DESCRIPTION

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

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

DIRECTIONS FOR USE:

TO PREVENT FOAMING: Squirt LESCO Recede directly into liquid.

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

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

Keep Out of Reach of Children

CAUTION

Read All Directions Before Using

PRECAUTIONARY STATEMENTS

May cause temporary skin or eye irritation.

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

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

3BTL000091 4/08

© Copyright 2001 LESCO, Inc.
LESCO is a registered trademark of LESCO, Inc. 01/01
Recede is a trademark of LESCO, Inc.

LESCO

90/10 Nonionic Surfactant

Nonionic Surface Active Agent

Lesco 90/10 Nonionic Surfactant is a biodegradable liquid nonionic spreader sticker. It is an agricultural spreader adjuvant, wetting agent, soil penetrant, and deduster.

Principal Functioning Agents:

Nonionic surfactants, humectants and formulation aids 90%
Ingredients ineffective as adjuvants 10%

All ingredients are exempt from tolerance according to 40 CFR 180

For Turf, Agricultural and Industrial Use Only

CAUTION

KEEP OUT OF REACH OF CHILDREN

May be harmful if swallowed. Avoid contact with eyes. May cause eye irritation. In case of contact with eyes, immediately flush with plenty of water for at least 15 minutes. Get medical attention.

SEE BACK PANEL FOR USE DIRECTIONS.

#191320

Net Contents: 2.5 Gallon (9.46 liters)

TM

LESCO, Inc. • 1385 East 36th Street • Cleveland, OH 44114-4114

SN: 013F-022411



**ACTIVATOR
PENETRANT
WETTING AGENT**

ACTIVE INGREDIENT:
D-Limonene, and related isomers,
and emulsifiers.....100.0%
INERT INGREDIENTS:.....0.0%
TOTAL.....100.0%

GENERAL INFORMATION

This product is a wetting agent, activator and penetrant all in one. This product helps break down the waxy cuticle on the leaf surface and helps penetrate the bud and bark area (of the woody brush), allowing a more effective uptake of the herbicide.

This product is a byproduct of the forest industry, a low viscosity oil. This product is compatible with most terrestrial and aquatic herbicides, insecticides and other pesticides. The use of this product in concentrated form or in dilutions of 10% or more could cause defoliation or burn to vegetation. Weather conditions may have an effect on the amount of herbicides necessary. Warm, sunny days require less; cool and cloudy days require more. This product is non-corrosive to metal and chemical resistant hose; in continued use it is detrimental to rubber and plastic. Surfactants in this product are exempt from the requirements of tolerance under Title 40, CFR, 180.1001 (d).

Type of Herbicide Application	To use with compatible pesticide in 10 gal. solution	Volume Application in 100 gal. solution
Aquatic - Surface	1 ounce	16 - 64 ozs.
Aquatic - Submerged	1 ounce	1 - 2 gallons
Agriculture/Turf	1 - 3 ounces	16 - 32 ozs.
Non-Crop	1 - 3 ounces	16 - 64 ozs.

OTHER APPLICATIONS

Low Volume Basal and Dormant Brush; increases bark penetration. See herbicide label for rates. Forest Conifer Release: Caution, product may reduce selectivity of herbicide with over the top application. Read herbicide label for rates. This product can be used with insecticides, fungicides, growth regulators and biostimulants at various rates as determined by label and field experience. Comments: Percent concentration of product varies with total volume used per acre and type of application.

Keep Out of Reach of Children

CAUTION/PRECAUCIÓN

Do not take internally. May cause eye or skin irritation.

STORAGE AND DISPOSAL

Prevent contamination of food.

PRODUCT STORAGE: Keep container closed when not in use. Store in cool, dry place, out of direct sunlight. Do not freeze. Keep product in original container. Use with adequate ventilation. Spilled material is slippery. Avoid overheating and open flame or freezing. Material is combustible, 150°F.

PRODUCT DISPOSAL: Product should be used according to label directions.

CONTAINER DISPOSAL: Nonrefillable container. Do not refill or reuse container. Triple rinse (or equivalent) promptly after emptying. Then offer for recycling or reconditioning if available or puncture and dispose of in approved landfill, or incineration, or by other procedures approved by State and Local authorities. Waste resulting from this product may be disposed of onsite or at an approved waste disposal facility.

WARRANTY

To the extent consistent with applicable law neither the manufacturer nor the seller makes any warranty, expressed or implied concerning the use of this product other than indicated on the label. To the extent consistent with applicable law buyer assumes risk of use of this material when such use is contrary to label instructions. Read and follow the label directions.

Manufactured for:
ab applied biochemists

a business of Arch Chemicals, Inc.
W175N11163 Stonewood Dr. Ste. 234,
Germantown WI 53022

1-800-558-5106 • www.appliedbiochemists.com

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: John Deere Landscapes

Signed: Molly M. Voron

Date: 3/7/12

Title: Sr. Bid Rep

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: John Deere Landscapes

Authorized Signature: *Mally M. Voron* Date: 3/7/12

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 7th day of March, 2012.

My Commission expires Dec 2, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC *Kimberly A. Titus*



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

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

Technical questions for RFQ# 6612C 015

Vendor Name: John Deere Landscapes

Questions:

We would like to bid the item you are requesting and an equivalent.
Per your request, we are submitting a bid "as specified" and an "alternate" bid.
