



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

Solicitation

NUMBER
DNR213080

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

V E N D O R	*406130914 216-706-9250
	JOHN DEERE LANDSCAPES
	1385 E 36TH ST
	CLEVELAND OH 44114-4114

S H I P T O	DIVISION OF NATURAL RESOURCES
	PIPESTEM STATE PARK
	ATTN: PARK SUPERINTENDENT
	STATE ROUTE 20
	PIPESTEM, WV 25979 304-466-2804

RECEIVED

APR 01 2013

DATE PRINTED
03/28/2013

BID OPENING DATE: 04/25/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		335-30		
MISC. FERTILIZER, HERBICIDE, FUNGICIDE, INSECTICIDE						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE MISCELLANEOUS GOLF COURSE CHEMICALS TO THE PIPESTEM STATE PARK, PER THE ATTACHED TERMS & CONDITIONS AND THE SPECIFICATIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ DNR213080 ***** TOTAL:						25785.70
04/25/13 09:39:21 AM West Virginia Purchasing Division						

SIGNATURE <i>Molly M. ...</i>	TELEPHONE 600-321-5325	DATE 4/24/13
TITLE Sr. Bid Rep.	FEIN 36-4485550	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline:

Submit Questions to:

Fax:

Email:

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [] Technical
 [] Cost

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

Bid Opening Date and Time:

April 25, 2013 at 1:30 PM. EST.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

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

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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

Other: See attached.

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

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

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

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

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

[] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] []

[] []

[] []

[] []

[] []

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

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

[]

[]

[]

[]

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

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

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

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

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

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

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

REQUEST FOR QUOTATION
DNR213080 PIPESTEM GOLF COURSE CHEMICALS

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Natural Resources, Pipestem State Park to establish a contract for the one time purchase of GOLF COURSE CHEMICALS.
Please note that this contract may be split into multiple awards to multiple vendors.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” means **GOLF COURSE CHEMICALS**.
 - 2.2 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 “RFQ” means the official request for quotation published by the Purchasing Division and identified as DNR213080.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 6,000 pounds: Milorganite; minimum formula 6-2-0 greens grade organic fertilizer, or equal;
 - 3.1.2 15 gallons: Bensumec 4LF Preemergent Grass & Weed Herbicide; minimum 46% active ingredient Benzenesulfonamide, or equal;
 - 3.1.3 1,500 pounds: Anderson’s Fungicide IX, snow mold control, granular, minimum active ingredient, chlorobeb 3.2%, or equal;
 - 3.1.4 6,000 pounds: Milorganite; minimum formula 6-0-2 classic fertilizer with minimum 4% iron, must be slow release, must be water soluble, or equal;
 - 3.1.5 20 gallons: Daconil ZN flowable fungicide; liquid formula, with minimum active ingredient chlorothalonil 38.5%, or equal.

REQUEST FOR QUOTATION
DNR213080 PIPESTEM GOLF COURSE CHEMICALS

- 3.1.6 2,000 pounds: Lebanon Turf, minimum formula 21-0-10 fertilizer, medium granular, or equal;
- 3.1.7 48 packs: Cleary 3336 Turf Fungicide, all water soluble; must be in 2 pound packs, with minimum formula of 50% thiophanate methyl, or equal;
- 3.1.8 32 pints: Banner Maxx Fungicide, with minimum active ingredient Propiconazole 14.3%, or equal;
- 3.1.9 5,000 pounds: Anderson's Greens Grade, minimum formula 19-3-19, or equal;
- 3.1.10 8 gallons: Subdue Maxx fungicide, with minimum active ingredient, mefenoxam 22%, or equal;
- 3.1.11 48 packs: Fore, rain shield, water soluble packs, must be in 6 pound packs, minimum active ingredient Mancozeb, or equal;
- 3.1.12 15,000 pounds: Lebanon Turf, minimum formula 15-0-5 fairway grade fertilizer, with minimum 1.14% active ingredient pre-emergent herbicide (benefin / trifluralin) Team, controlled release, or equal;
- 3.1.13 40 gallons: Anderson's Fluid Fertilizer, minimum formula 29-2-3, or equal;
- 3.1.14 132 pounds: Chipco Signature fungicide, minimum active ingredient aluminum tris 80%, or equal;
- 3.1.15 2 gallons of Primo Maxx, with minimum formula 11.3% Trinexapac-ethyl, or equal;
- 3.1.16 80 packs; Dursban 50 WSP insecticide, must be in 1.75 pound water soluble packs, or equal;
- 3.1.17 2,500 pounds: Bayleton Granular Lebanon Turf Fungicide, minimum active ingredient Triadenfon, contains minimum 1% Bayleton granulate product to be dry applied, non-burning granulate, dust free particle, or equal;
- 3.1.18 4 gallons; Rubigan AS Turf and Ornamental Fungicide, minimum active ingredient Fenarimol 11.6%; or equal;
- 3.1.19 24 packs: Spectro 90 WDG, with minimum active ingredients Chlorothalonil 72% and Thiophanate-methyl 18%; must be in 5 pound packs, or equal;
- 3.1.20 160 pounds: Daconil Ultrex, minimum active ingredient Chlorothalonil 82.5%, must be in 5 pound bags, or equal

REQUEST FOR QUOTATION
DNR213080 PIPESTEM GOLF COURSE CHEMICALS

3.1.21 4 gallons: Torque Fungicide, Minimum active ingredient,
Tebuconazole 38.7%, or equal;

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide the Division of Natural Resources (Pipestem State Park) with a purchase price for each of the Contract Items. Contracts shall be awarded to the Vendor(s) that will provide the Contract Item(s) meeting the required specifications for the lowest overall per item cost (amount) as shown on the Pricing Pages.
- 4.2 Pricing Page:** Vendor should complete the Pricing Page by including a price per line item that includes shipping fees, and an extended price based on the quantity desired. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. If the vendor cannot bid on a certain item, then the Vendor must denote "No Bid" on that particular item.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within thirty working days after receiving a purchase order. Contract Items must be delivered to Agency at Pipestem Resort State Park; 3405 Pipestem Drive, Pipestem, WV 25979.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

REQUEST FOR QUOTATION
DNR213080 PIPESTEM GOLF COURSE CHEMICALS

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Exhibit A DNR213080
Golf Chemicals for Pipestem

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Item	Quantity	Description	Price per quantity/unit of measure	Total
1	6,000 pounds	Milorganite; minimum formula 6-2-0 greens grade organic fertilizer (Or Equal)	0.195 per pound	1170.00
Proposed option		22-00-150		
2	15 gallons	Bensumec 4LF Preemergent Grass & Weed Herbicide; minimum 46% active ingredient Benzenesulfonamide (Or Equal)	112.96 per gallon	1694.40
Proposed option		8451126		
3	1,500 pounds	Anderson's Fungicide IX; snow mold control, granular, minimum active ingredient Chlorobeb 3.2% (Or Equal)	NO BID per pound	
Proposed option				
4	6,000 pounds	Milorganite; minimum formula 6-0-2 classic fertilizer with minimum 4% iron, must be slow release, must be water soluble (Or Equal)	0.21 per pound	1260.00
Proposed option		MIL 520M MILORGANITE 5-2-0M CLASSIC 4FE		
5	20 gallons	Daconil ZN; flowable fungicide, liquid formula, with a minimum active ingredient Chlorothalonil 38.5% (Or Equal)	31.67 per gallon	633.40
Proposed option		252N100-004 Echo ZN (2.5gal/CONT)		
6	2,000 pounds	Lebanon Terf; minimum formula 21-0-10 fertilizer, medium granular (Or Equal)	0.793 per pound	1586.00
Proposed option		098294 NX-PRO 22-0-16M 24% MESA 65% EXPD 2FE		

Exhibit A DNR213080
Golf Chemicals for Pipestem

7	48 packs	Cleary 3336 Turf; fungicide, all water soluble, must be in 2 pound packs, with minimum formula of 50% thiophanate methyl (Or Equal)	<u>NO BID</u> per pack	
Proposed option				
8	8 gal 32 pints	Banner Maxx Fungicide; with minimum active ingredient Propiconazole 14.3% (Or Equal)	<u>214.00</u> per ^{GAL} pint	1712.00
Proposed option		39961 (AGENCY) BANNER MAXX II *PINTS NO LONGER MFG.		
9	5,000 pounds	Anderson's Greens Grade; minimum formula 19-3-19 (Or Equal)	<u>0.932</u> per pound	4660.00
Proposed option		090727 Country Club 18-3-18E 65% CRN SOP .5FE 0.5MN		
10	8 gallons	Subdue Maxx Fungicide; with minimum active ingredient mefenoxam 22% (Or Equal)	<u>429.94</u> per gallon	3439.52
Proposed option		291.491 MEFENOXAM 2AQ (1 gal/cont)		
11	48 packs	Fore; rain shield, water soluble packs, must be in 6 pound packs, minimum active ingredient Mancozeb (Or Equal)	<u>15.02</u> per Pack	720.96
Proposed option		172874 (4x 1.5 lb/pka)		
12	15,000 pounds	Lebanon Turf; minimum formula 15-0-5 fairway grade fertilizer with minimum 1.14% active ingredient pre-emergent herbicide (benefin/triflualin) team, controlled release (Or Equal)	<u>NO BID</u> per pound	
Proposed option				

Exhibit A DNR213080
Golf Chemicals for Pipestem

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13	40 gallons	Anderson's Fluid Fertilizer; minimum formula 29-2-3 (Or Equal)	<u>NO BID</u> per gallon	
Proposed option				
14	132 pounds	Chipco Signature Fungicide; minimum active ingredient aluminum tris 80% (Or Equal)	<u>24.53</u> per pound	3237.96
Proposed option		79435029 Prodiac Signature 80 DG (5.5lb)		
15	2 gallons	Primo Maxx; with minimum formula 11.3% Trinexapac-ethyl (Or Equal)	<u>160.07</u> per gallon	320.14
Proposed option		0914550 Regimax PGR (1gal/cont)		
16	80 packs	Dursban 50 WSP Insecticide; must be in 1.75 pound water soluble packs (Or Equal)	<u>NO BID</u> per pack	
Proposed option				
17	2,500 pounds	Bayleton Granular Lebanon Turf Fungicide; minimum active ingredient Triadenfon, contains minimum 1% Bayleton granulate product to be dry applied, non-burning granulate, dust free particle (Or Equal)	<u>NO BID</u> per pound	
Proposed option				
18	4 gallons	Rubigan AS Turf and Ornamental Fungicide; minimum active ingredient Fenarimol 11.6% (Or Equal)	<u>372.54</u> per gallon	1490.16
Proposed option		086258		

Exhibit A DNR213080
Golf Chemicals for Pipestem

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19	24 packs	Spectro 90 WDG; minimum active ingredients Chlorothalonil 72% and Thiophanate-methyl 18% , must be in 5 pound packs (Or Equal)	<u>84.79</u> per pack	2034.96
Proposed option		191619 (5 lb)		
20	160 pounds	Daconil Ultrex; minimum active ingredient Chlorothalonil 82.5%, must be in 5 pound bags (Or Equal)	<u>7.90</u> per pound	1264.00
Proposed option		31215 (AGENCY)		
21	4 gallons	Torque Fungicide; minimum active ingredient Tebuconazole 38.7% (Or Equal)	<u>140.55</u> per gallon	562.20
		191755 Tebuconazole 3:6% (1 gal/cont)		
			TOTAL	25785.70

CERTIFICATION AND SIGNATURE PAGE

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

John Deere Landscapes

(Company)



(Authorized Signature)

Molly M. Verous - Sr. Bid Rep.

(Representative Name, Title)

(800)321-5325 ext 2550 (248)581-1433

(Phone Number)

(Fax Number)

4/24/13

(Date)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

N/A

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

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

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

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

Bidder: John Deere Landscapes Signed:
Date: 4/24/13 Title:

RFQ No. DNR 213080

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: John Deere Landscapes

Authorized Signature: [Signature] Date: 4/24/13

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 24th day of April, 2013

My Commission expires February 22, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



MONIQUE POTTS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires
February 22, 2016

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR213080

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

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

Addendum Numbers Received:

(Check the box next to each addendum received) *N/A*

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

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

John Deere Landscapes

Company

Mally M. Voron

Authorized Signature

4/24/13

Date

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

4% IRON

ORGANIC NITROGEN

Milorganite®

FERTILIZER

NON-BURNING
NO NEED TO WATER IN
DEEP GREEN WITH 4% IRON

USE EVERYWHERE

ECO-FRIENDLY

Milorganite

Milorganite



FOR BETTER RESULTS. NATURALLY.

Covers up to 2,500 square feet

5-2-0
Net weight: 36 lbs. (16.3 kg)

FOR BETTER RESULTS. NATURALLY. Milorganite

100% ORGANIC NITROGEN



100% ORGANIC NITROGEN

Milorganite is a natural, organic nitrogen fertilizer that provides a slow release of nutrients to your lawn and garden. It is made from a natural source of nitrogen and is safe for your family and the environment. It is also safe for your pets and wildlife. Milorganite is a natural, organic nitrogen fertilizer that provides a slow release of nutrients to your lawn and garden. It is made from a natural source of nitrogen and is safe for your family and the environment. It is also safe for your pets and wildlife.

Plant Type	Application Rate
Lawn	1/2 lb. per 1,000 sq. ft.
Garden	1/4 lb. per 1,000 sq. ft.
Flowers	1/4 lb. per 1,000 sq. ft.
Vegetables	1/4 lb. per 1,000 sq. ft.
Shrubs	1/4 lb. per 1,000 sq. ft.
Trees	1/4 lb. per 1,000 sq. ft.

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Shrubs	1/4 lb. per 1,000 sq. ft.
Trees	1/4 lb. per 1,000 sq. ft.

LAWN CARE
Apply Milorganite to your lawn in early spring and late fall. It will provide a slow release of nutrients to your lawn throughout the growing season. It is safe for your family and the environment. It is also safe for your pets and wildlife.

DIRECTIONS/INSTRUCTIONS
Apply your lawn broadleaf fertilizer according to the directions on the label. Do not apply to wet or frozen lawns. Do not apply to lawns that have been recently treated with herbicides or pesticides. Do not apply to lawns that have been recently treated with fungicides. Do not apply to lawns that have been recently treated with insecticides. Do not apply to lawns that have been recently treated with nematodes. Do not apply to lawns that have been recently treated with other soil treatments.



Plant Type	Application Rate
Lawn	1/2 lb. per 1,000 sq. ft.
Garden	1/4 lb. per 1,000 sq. ft.
Flowers	1/4 lb. per 1,000 sq. ft.
Vegetables	1/4 lb. per 1,000 sq. ft.
Shrubs	1/4 lb. per 1,000 sq. ft.
Trees	1/4 lb. per 1,000 sq. ft.

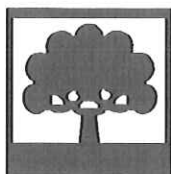
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Vegetables	1/4 lb. per 1,000 sq. ft.
Shrubs	1/4 lb. per 1,000 sq. ft.
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Shrubs	1/4 lb. per 1,000 sq. ft.
Trees	1/4 lb. per 1,000 sq. ft.



FOR BETTER RESULTS. NATURALLY. Milorganite



SIPCAM AGRO USA, INC.

ECHO[®] Zn

TURF AND ORNAMENTAL FUNGICIDE

ACTIVE INGREDIENT: Chlorothalonil (tetrachloroisophthalonitrile)	38.5%
INERT INGREDIENTS:	61.5%
TOTAL	100.0%

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

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

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

FIRST AID

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

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

Emergency phone numbers	(800) 424-9300 CHEMTREC (transportation and spills) (800) 900-4044 Poison Control Center (human health) (800) 345-4735 ASPCA (animal health)
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NOTES TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage. Persons having a temporary allergic reaction respond to treatment with antihistamines or steroid creams and/or systemic steroids.

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

Net Contents: 2.5 gallons

EPA REG. NO. 60063-4

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

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

EPA EST. NO. 070989-AR-01

NET WT. 50 LBS. (22.7 Kg)

MESA[®] PRO FERTILIZER

FERTILIZER
22-0-16
MESA expo
MADE IN U.S.A.

GUARANTEED ANALYSIS

Total Nitrogen (N)	22%
0.0% Ammonia Nitrogen	
4.0% Water Insoluble Nitrogen*	
17.6% Urea Nitrogen	
5.5% Other Water Soluble Nitrogen*	
Soluble Phosphorus (P ₂ O ₅)	16%
Magnesium (Mg)	1.6%
0.2% Water Soluble Manganese (Mn)	
Sulfur (S)	5.5%
0.5% Coated Sulfur (S)	
Iron (Fe)	2.6%
0.02% Water Soluble Zinc (Zn)	
Manganese (Mn)	0.5%
0.07% Water Soluble Manganese	

Contains: Ammonium Sulfate, Methylene Urea, Urea, Sulfate of Potash, Magnesium Sulfate, Iron Sulfate, Manganese Sulfate.

Contains 16% available Nitrogen from Methylene Urea. 2.6%

Contains 16% available Nitrogen from Methylene Urea. 2.6%

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

FOR FLOODES: We recommend that you follow the Golf Course BMP's at: <http://www.dwp.state.pa.us/watermanagement/decisions/pd/typhoon07.pdf>

Information regarding the contents and best practices in this product is available on the Internet at: <http://www.lebanonturf.com>

Application Rates
 To fertilize the roots of the Turfgrass use 1.000 lbs. of this product at 4.5 lbs per 1,000 sq. ft. or 100 lbs per acre. To fertilize the tops of the Turfgrass use 1.000 lbs. of this product at 2.0 lbs per 1,000 sq. ft. or 200 lbs per acre.

Product	1000 lbs. (45.4 kg)	500 lbs. (22.7 kg)	250 lbs. (11.3 kg)	125 lbs. (5.7 kg)
Urea Nitrogen	4.0	2.0	1.0	0.5
Water Soluble Nitrogen	4.0	2.0	1.0	0.5
Other Water Soluble Nitrogen	1.5	0.75	0.375	0.1875
Ammonia Nitrogen	0.0	0.0	0.0	0.0
Water Insoluble Nitrogen	4.0	2.0	1.0	0.5
Total Nitrogen	9.5	4.75	2.375	1.1875
Phosphorus (P ₂ O ₅)	16.0	8.0	4.0	2.0
Sulfur (S)	5.5	2.75	1.375	0.6875
Coated Sulfur (S)	0.5	0.25	0.125	0.0625
Total Sulfur	6.0	3.0	1.5	0.75
Magnesium (Mg)	1.6	0.8	0.4	0.2
Iron (Fe)	2.6	1.3	0.65	0.325
Manganese (Mn)	0.5	0.25	0.125	0.0625
Water Soluble Manganese	0.2	0.1	0.05	0.025

*These values were calculated from the label. However, they are a combination of specific grades of species and amounts of some nutrients which may vary slightly from the actual contents.

LEBANON SEABOARD CORPORATION
 1600 EAST CUMBERLAND STREET
 LEBANON, PA 17042
 www.LebanonTurf.com



LebanonTurf

Country Club 18-3-18



Fertilizer with 65% CRN,
SOP and 1.5% Iron

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

GUARANTEED ANALYSIS

Total Nitrogen (N)	18%
2.3% Ammoniacal Nitrogen	
4.5% Water Insoluble Nitrogen	
4.0% Urea Nitrogen	
7.2% Other Water Insoluble Nitrogen	
Available Phosphate (P₂O₅)	3%
Soluble Potash (K₂O)	18%
Magnesium (Mg)	0.6%
0.6% Water Soluble Magnesium (Mg)	
Sulfur (S)	7.0%
7.0% Combined Sulfur (S)	
Iron (Fe)	1.5%
0.15% Water Soluble Iron (Fe)	
Manganese (Mn)	0.5%
0.5% Water Soluble Manganese (Mn)	
Chlorine (Cl) not more than	2.0%

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

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

Uses & Features:

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

Specifications:

Product Number: 21-35509
Packaged: 50 LB. Bag, 48 bags/pallet

Rates & Spreader Settings:

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

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

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

Improving the Way Professionals Care for Turf



QUALI-PRO

Mefenoxam 2 AQ

Fungicide

An aqueous flowable fungicide for the control of certain diseases in various turf, nursery, and ornamental crops caused by the Oomycete class of fungi. Contains mefenoxam, the active ingredient used in Subdue MAXX[®]. Quali-Pro[®] Mefenoxam 2 AQ is not manufactured or distributed by Syngenta Crop Protection, Inc.

ACTIVE INGREDIENT:	% BY WT.
Mefenoxam [*] , (R)-2-[(2,6-dimethylphenyl) methoxyacetyl]amino]propionic acid methyl ester . . .	22.5%
OTHER INGREDIENTS:	77.5%
TOTAL:	100.0%

^{*}Contains 2 lbs. active ingredient per gallon.

EPA Reg. No. 66222-216

KEEP OUT OF REACH OF CHILDREN WARNING/AVISO

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS WARNING

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

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

Manufactured for: **Makhteshim Agan of North America, Inc.**
3120 Highwoods Blvd, Suite 100 - Raleigh, NC 27604

EPA 112310/032411/Rev C

EPA Est. No. 37423-GA-001¹, 37423-GA-002²
Letter(s) in list number corresponds to superscript in EPA Est. No.

13865

Net Contents: 2.5 Gallon

file: 53731-1_base_art
folder: 53731-1_JHBertrand_13865
color: Black, PMS 198
 dp proofed



created by: customer
alt: 4-16-12 bm
size: 4"(w) x 5"(h)

LESCO®

PRODIGY™ *Signature*™

TURF FUNGICIDE

TM

ACTIVE INGREDIENT: Aluminum tris (O-ethyl phosphonate)	80.0%
OTHER INGREDIENTS:	20.0%
Total	100.0%

EPA Reg. No. 432-890-10404

EPA Est. No. 432-TX-1

KEEP OUT OF REACH OF CHILDREN CAUTION • PRECAUCIÓN

For MEDICAL and TRANSPORTATION Emergencies ONLY Call CHEMTREC 24 Hours A Day 1-800-424-9300.
For PRODUCT USE Information Call 1-800-321-5325.

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

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

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Harmful if swallowed or absorbed through the skin or inhaled. Causes moderate eye injury. Avoid contact with skin, eyes or clothing.

PERSONAL PROTECTIVE EQUIPMENT

Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for category A on an EPA chemical-resistant category selection chart. Applicators and other handlers must wear long-sleeved shirt and long pants, chemical resistant gloves made of any waterproof material such as polyethylene or polyvinyl chloride, shoes plus socks, and protective eyewear.

Follow manufacturer's instructions for cleaning/maintaining personal protective equipment (PPE). If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

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

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove PPE clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

06/30/11

LESCO®

RegiMax PGR™ Plant Growth Regulator

LESCO® RegiMax PGR™ Plant Growth Regulator contains trinexapac-ethyl, the active ingredient in Primo MAXX™.

FOR TURF GROWTH MANAGEMENT

A microemulsion concentrate for managing growth, improving quality and stress tolerance, and edging of warm- and cool-season turfgrasses.

ACTIVE INGREDIENT:	
Trinexapac-ethyl.....	11.3%
OTHER INGREDIENTS.....	88.7%
TOTAL.....	100.0%

**KEEP OUT OF REACH OF CHILDREN
CAUTION/PRECAUCIÓN**

See Inside label booklet for FIRST AID and PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300.
For Medical Emergencies Only, Call (877) 325-1840.

#0914550

TM

Distributed by: LESCO, Inc.
1385 East 36th Street
Cleveland, OH 44114-4114

EPA Reg. No. 228-635-10404
EPA Est. No. indicated by the first two letters of the batch number on this package
(AL) 228-IL-002, (GR) 34704-MS-001
Product of China or Switzerland.
Formulated in the United States with U.S. and imported ingredients.

Job 67140

QUALI-PRO

Tebuconazole 3.6F

Foliar Fungicide

TURF AND ORNAMENTAL USES*

*Not for use in California

ACTIVE INGREDIENT:	% BY WT.
Tebuconazole: alpha-[2-(4-chlorophenyl)ethyl]-alpha-(1,1-dimethylethyl)-1H-1,2,4-triazole-1-ethanol	38.7%
OTHER INGREDIENTS:	61.3%
TOTAL:	100.0%

Contains 3.6 pounds tebuconazole per gallon

EPA Reg. No. 66222-117 EPA Est. No. 37429-GA-001ST; 37429-GA-002^{SD}
Letter(s) in lot number correspond(s) to superscript in EPA Est. No.

KEEP OUT OF REACH OF CHILDREN
CAUTION

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

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

13931

EPA 032411/Rev A

Net Contents: 1 Gallon