



West Virginia Purchasing Division

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

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

Header

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information

Procurement Folder: 139819

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000180460

SO Doc ID: DOT1600000045

Legal Name: JOHN DEERE LANDSCAPES

Published Date: 11/10/15

Alias/DBA:

Close Date: 11/25/15

Total Bid: \$709.20

Close Time: 13:30

Response Date: 11/25/2015

Status: Closed

Response Time: 12:53

Solicitation Description: Addendum 1 HERBICIDE , ADJUVANTS AND MISC PRODUCTS

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 139819

Solicitation Description : Addendum 1 HERBICIDE , ADJUVANTS AND MISC PRODUCTS

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-11-25 13:30:00	SR 0803 ESR11251500000002411	1

VENDOR
000000180460 JOHN DEERE LANDSCAPES

FOR INFORMATION CONTACT THE BUYER
 Misty Delong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HERBICIDE PRODUCTS, ADJUVANT PRODUCTS AND MISC.	1.00000	EA	\$709.200000	\$709.20

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description : HERBICIDE PRODUCTS, ADJUVANT PRODUCTS AND MISC. PRODUCTS

If vendor is submitting bid online, enter the unit cost of the first line item bid. Pricing must be entered into the attached exhibits for each item being bid. The Oasis commodity line will not be evaluated.



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 139819

Doc Description: Addendum 1 HERBICIDE , ADJUVANTS AND MISC PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-11-10	2015-11-25 13:30:00	CRFQ 0803 DOT1600000045	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X

FEIN # 36-4485550

DATE 11-23-15

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

ADDITIONAL INFORMATION:

Addendum 2 - 1. Attach Technical Questions and responses.
 2. Attach additional pricing page for item DOH41-H
 No other changes made.

Addendum 1 - To change the bid opening date from 11/26/2015 to 11/25/2015 at 1:30 PM, EST.
 No other changes made.

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

INVOICE TO:		SHIP TO:	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV 99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HERBICIDE PRODUCTS, ADJUVANT PRODUCTS AND MISC.	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description :

HERBICIDE PRODUCTS, ADJUVANT PRODUCTS AND MISC. PRODUCTS

If vendor is submitting bid online, enter the unit cost of the first line item bid. Pricing must be entered into the attached exhibits for each item being bid. The Oasis commodity line will not be evaluated.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Quesitons Due	2015-11-09

DOT1600000045	Document Phase Final	Document Description Addendum 1 HERBICIDE , ADJUVAN TS AND MISC PRODUCTS	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Question Submission Deadline: November 9, 2015

Submit Questions to: Misty DeLong
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: misty.m.delong@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus *n/a* convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: November 26, 2015 at 1:30 PM, EST.
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"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. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 award and extends for a period of one year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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 of 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 received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

Representative's Category 7 or Category 11 Certification in WV

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

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

11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of n/a for n/a. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/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 Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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>.

- 30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

- 31. 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.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. 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.

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

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

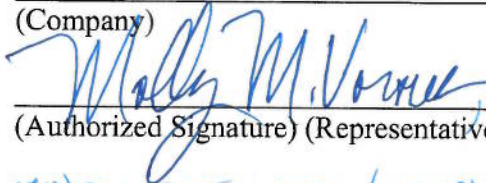
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

SiteOne Landscape Supply

(Company)

 Molly Vorvus, Sr. Bid Rep.

(Authorized Signature) (Representative Name, Title)

(800) 321-5325 ex. 2550 / (248) 581-4333 / 11-23-15

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1600000045

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

SiteOne Landscape Supply

Company _____

Authorized Signature _____

Date _____

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

REQUEST FOR QUOTATION
Herbicide Products, Adjuvant Products
and Miscellaneous Products

SPECIFICATIONS

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** or **“Contract Items”** or **“Products”** mean the list of items identified in Section 3 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, B and C and used to evaluate the Solicitation.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 **“EPA”** used throughout this Solicitation means Environmental Protection Agency and **“DEP”** used throughout this Solicitation means the WV Department of Environmental Protection and should reference the Federal, State and Local levels of government. Please reference www.epa.gov and www.dep.wv.gov.
 - 2.6 **“Contractor”** or **“Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted most current edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted most current edition, as modified by all subsequent annual Supplemental Specifications.

REQUEST FOR QUOTATION
**Herbicide Products, Adjuvant Products
and Miscellaneous Products**

3. GENERAL REQUIREMENTS:

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

A complete hard copy of the Standard Specs 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

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

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

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

3.2.1 Contract Item:

3.2.1.1 Herbicide Products: Contract Items DOH-1H through DOH-42H shall be Herbicide products. Product Trade Name is requested; however, the Vendor may bid an "or equal to" item. Exhibit A.

3.2.1.2 Adjuvant Products: Contract Items DOH-1A through DOH-10A shall be Adjuvant products. Product Trade Name, where applicable, is requested; however, the Vendor may bid an "or equal to" item. Exhibit B.

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

REQUEST FOR QUOTATION
**Herbicide Products, Adjuvant Products
and Miscellaneous Products**

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

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

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

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

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

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

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

- 3.3 Restricted and Non-Restricted Herbicides:** Herbicide products which have been declared RESTRICTED in their use by the EPA must be applied under the supervision of a licensed Herbicide applicator. The WVDOH reserves the right to disallow the use of RESTRICTED Herbicides when non-restricted Herbicides are available to achieve the same objective.
- 3.4 Training and Technical Assistance:** In order for a Vendor to be awarded a contract for any Contract Item requested, the Vendor shall have a representative, holding a valid Category 7 certification or a Category 11 certification in West Virginia who is to provide training and technical assistance as required or upon the request of the WVDOH. Each Vendor shall provide the name, certification number and telephone number of at least one representative on the Information Attachment Form. A copy of the same representative’s current Category 7 certification or Category 11 certification in West Virginia shall be submitted with

REQUEST FOR QUOTATION
Herbicide Products, Adjuvant Products
and Miscellaneous Products

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

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

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

4. CONTRACT AWARD:

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

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

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

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a Unit Cost per each Contract Item bid according to each Contract Item's identified Unit of Measure whether by gallon, quart, pound, ounce, each, etc. Vendors may bid any or all Contract Items. Vendor shall complete the Pricing Pages according to Section 3.2.2 of these specifications. Failure to provide the required Product Trade Name and EPA Registration Number information will result in Vendor's bid being disqualified for that Contract Item.

REQUEST FOR QUOTATION
Herbicide Products, Adjuvant Products
and Miscellaneous Products

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

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

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: misty.m.delong@wv.gov.

5. ORDERING AND PAYMENT:

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

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

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor **must** accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within twenty (20) working

REQUEST FOR QUOTATION
Herbicide Products, Adjuvant Products
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days after orders are received to the delivery location indicated on the Delivery Order. All shipments are F.O.B delivery to the WVDOH location. Vendor shall deliver emergency orders within an agreed upon alternative time frame by the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the above schedule. There is no minimum or maximum order quantity.

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

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

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

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

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

REQUEST FOR QUOTATION
Herbicide Products, Adjuvant Products
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be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules and ordinances applicable to the contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more delivery orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity

REQUEST FOR QUOTATION
Herbicide Products, Adjuvant Products
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purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Matthew Marshall
Telephone Numbers: 614-419-6141
Fax Number: 614-863-4028
Email Address: mmarshall@siteone.com

INFORMATION ATTACHMENT FORM

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

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

NAME: Matthew Marshall

CERTIFICATION NUMBER: C05695

TELEPHONE NUMBER: (614) 419-6141

(Optional) EMAIL ADDRESS: mmarshall@siteone.com

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

* Please see attached



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

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

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

FOR USE ONLY IN CATEGORIES LISTED
 WEST VIRGINIA CERTIFICATION

7,12

C05695

Expires: 12/31/2015
 Commercial Pesticide Applicator
Matthew Marshall
 SiteOne Landscape Supply, LLC.
 960 Claycraft Road
 Gahanna OH 44240



Matthew Marshall

Continuing Education Credit Information	Credits Acquired	Credits Required	Credits Needed	
7-Right-of-Way/Industrial Weed	22	20	0	Completed
12-Pesticide Storage & Distribution	0	20	20	Due 12/31/2018

Matthew Marshall

NOT TRANSFERABLE

AUTHORIZED REPRESENTATIVE

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

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

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
DOH-1H	Water Soluble Emulsifiable Concentrate Containing: Ammonium Salt of Fosamine with Surfactant	4 lbs/gallon				
	Product Trade Name: Krenite S or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		3000	gallon		
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet		3000	gallon		
NO BID						
DOH-2H	Water Soluble Emulsifiable Concentrate Containing: Isopropylamine Salt of Glyphosate # Phosphate Ester Surfactant	50.20%				
	Product Trade Name: Roundup Pro Concentrate or equal <i>As Spec'd</i>					
	EPA Registration Number: <i>524-529</i>					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		6000	gallon		
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet		6000	gallon		
	C) Supplied in 30 gallon containers # <i>897971</i>	<i>50.20%</i>	6000	gallon	<i>\$23.64/gal</i>	<i>\$141840.00</i>
D) Supplied in 265 gallon returnable/refillable shuttle. # <i>897253</i>	<i>50.20%</i>	500	gallon	<i>\$19.352/gal</i>	<i>\$9676.00</i>	
NO BID						
DOH-3H	Dispersible Granules Containing: Sulfometuron Methyl	75%				
	Product Trade Name: Oust XP or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 3 pound containers in lots of 24 pounds (8 - 31 lbs ctn)		100	pound		
	B) Supplied in 3 pound containers		100	pound		
NO BID						
DOH-4H	Water Soluble Aqueous Suspension Containing: Oryzalin # <i>703150</i>	4 lbs/gallon				
	Product Trade Name: Surflan AS or equal <i>Lesco Surflan AS 2.5gal</i>					
	EPA Registration Number: <i>70506-44-10404</i>					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons	<i>4lbs/gal</i>	250	gallon	<i>\$53.60/gal</i>	<i>\$13400.00</i>
<i>*Alternate product: # 83013843 Oryzalin 4 2.5gal (EPA: 46222-207) \$53.60/gal</i>						

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
DOH-5H	Aqueous Solution Containing: Imazapyr	2 lbs/gallon				
	Product Trade Name: Arsenal Powerline or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		150	gallon		
B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet			150	gallon		
DOH-6H	Aqueous Carrier Containing: Pendimethalin #59049276	3.8 lbs/gallon				
	Product Trade Name: Pendulum AquaCap or equal As Spec'd					
	EPA Registration Number: 241-416					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons	3.8 lbs/gal	600	gallon	\$73.80/gal	\$44280.00
DOH-7H	Water Soluble Concentrate Containing: Tricopyr #502180	3 lbs/gallon				
	Product Trade Name: Garlon 3A or equal As Spec'd					
	EPA Registration Number: 62719-37					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons	3 lbs/gal	500	gallon	\$102.40/gal	\$51200.00
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet			500	gallon	
C) Supplied in 30 gallon containers			450	gallon		
DOH-8H	Water Soluble Concentrate Containing: Tricopyr #10301225	4 lbs/gallon				
	Product Trade Name: Garlon 4 Ultra or equal Relegate 2.5 gal					
	EPA Registration Number: 228-521					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		250	gallon	\$64.16/gal	\$16040.00
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet	4 lb/gal		270	gallon	
C) Supplied in 30 gallon containers			240	gallon		
DOH-9H	Water Soluble Dispersible Granule Containing: Diuron	80.00%				
	Product Trade Name: Karmex DF or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 5 pound bags in lots of 10 bags		1000	pound		
B) Supplied in 25 pound bags			2000	pound		
DOH-10H	Water Soluble Liquid Containing: Dimethylamine Salt of 2, 4-D acid	3.8 lbs/gallon				
	Product Trade Name: DM A4 or equal _____					
	EPA Registration Number: _____					
A) Supplied in 2.5 gallon containers in lots of 5 gallons		100	gallon			

NO BID

NO BID

NO BID

NO BID

NO BID

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet		100	gallon		
	C) Supplied in 30 gallon containers		100	gallon		
DOH-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		
DOH-12H	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		
DOH-13H	Dry Flowable Containing: Metsulfuron Methyl	60%				
	Product Trade Name: Escort XP or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 16 ounce containers in lots of 8 pounds (8-16 oz ctn)		2400	ounce		
	B) Supplied in 16 ounce containers		2400	ounce		
	C) Supplied in 64 ounce returnable/refillable containers		2400	ounce		
DOH-14H	Dry Flowable Containing: Chlorsulfuron	75%				
	Product Trade Name: Telar XP or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 16 ounce containers in lots of 8 pounds (8-16 oz ctn)		160	ounce		
DOH-15H	Liquid Solution Containing: 2, 4-D, 2- ethylhexyl ester 2, 4-DP-p, 2-ethylhexyl ester Dicamba	32.45% 15.90% 5.38%				
	Product Trade Name: BK-800 or equal _____					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		100	gallon		
	B) Supplied in 30 gallon containers		100	gallon		
DOH-16H	Dry Flowable Containing: Tebuthiuron	20%				
	Product Trade Name: Spike 20 P or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 4 pound containers in lots of 48 pounds (12 4 lbs ctn)		48	pound		
	B) Supplied in 25 pound bags		50	pound		

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-17H	Water Soluble Emulsifiable Concentrate Containing: Clopyralid	3 lbs/gallon	NO BID							
	Product Trade Name: Transline or equal _____									
	EPA Registration Number: _____									
	A) Supplied in .5 gallon containers in lots of 2 gallons						25	gallon		
	B) Supplied in 2.5 gallon containers in lots of 5 gallons						25	gallon		
DOH-18H	Aqueous Solution Containing: Isopropylamine Salt of Imazapyr	27.60%								
	Product Trade Name: Polaris SP or equal _____									
	EPA Registration Number: _____									
	B) Supplied in 2.5 gallon containers in lots of 5 gallons						50	gallon		
DOH-19H	Aqueous Solution Containing: Diglycolamine Salt of 3, 6-Dichloro-0-Anisic Acid	4 lbs/gallon								
	Product Trade Name: Vanquish or equal _____									
	EPA Registration Number: _____									
	A) Supplied in 2.5 gallon containers in lots of 5 gallons						300	gallon		
	B) Supplied in 15 gallon returnable/refillable containers in lots of 9 per pallet						300	gallon		
DOH-20H	Aqueous Solution Containing: Tricopyr #502801	.75 lbs/gallon								
	Product Trade Name: Pathfinder II or equal <i>As Spec'd</i>									
	EPA Registration Number: <i>62719-176</i>									
	A) Supplied in 2.5 gallon containers in lots of 5 gallons	<i>.75 lbs/gal</i>					100	gallon	<i>\$58.16/gal</i>	<i>\$5816.00</i>
DOH-21H	Water Soluble Emulsifiable Concentrate Containing: Isopropylamine Salt of Glyphosate #	53.80%								
	Product Trade Name: Rodeo or equal <i>Aquaneat</i>									
	EPA Registration Number: <i>228-365</i>									
	A) Supplied in 2.5 gallon containers in lots of 5 gallons # <i>1002 1030</i>	<i>53.8%</i>					100	gallon	<i>\$17.28/gal</i>	<i>\$1728.00</i>
	B) Supplied in 30 gallon containers # <i>1002 1030</i>	<i>53.8%</i>					100	gallon	<i>\$18.93/gal</i>	<i>\$1893.00</i>
DOH-22H	Liquid Containing: Aminopyralid	40.60%	NO BID							
	Product Trade Name: Milestone VM or equal _____									
	EPA Registration Number: _____									
	A) Supplied in 1 quart containers in lots of 12 quarts						200	quarts		
	B) Supplied in 2.5 gallon containers in lots of 5 gallons						50	gallon		

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
DOH-23H	Water Dispersible Granular Material Containing: Prodiamine	65%				
	Product Trade Name: Endurance or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 5 pound bags in lots of 50 pounds					
	B) Supplied in 10 pound bags in lots of 50 pounds		100	pound		
			100	pound		
<u>NO BID</u>						
DOH-24H	Emulsifiable Concentrate Containing: Quizalofop P-Ethyl	.88 lbs/gallon				
	Product Trade Name: Assure II or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 1 gallon containers in lots of 4 gallons					
			16	gallon		
<u>NO BID</u>						
DOH-25H	Emulsifiable Concentrate Containing: Fluazifop-P-butyl	6.75%				
	Product Trade Name: Ornamec or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 1 gallon containers in lots of 4 gallons					
			16	gallon		
<u>NO BID</u>						
DOH-26H	Dispersible Granule Containing: Imazapyr Diuron	7.78% 62.22%				
	Product Trade Name: Sahara DG or equal <i>Mojave 70Eg 5lb bag</i>					
	EPA Registration Number: <i>81927-25</i>					
	A) Supplied in 10 pound bags in lots of 40 pounds	<i>7.78% / 62.22%</i>	50	pound	<i>\$10.15/lb</i>	<i>\$507.50</i>
DOH-27H	Water Soluble Dry Granule Containing: Sulfosulfuron	75%				
	Product Trade Name: Outrider or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 20 ounce bottles in lots of 200 ounces (10 - 20 oz ctn)					
			400	ounce		
<u>NO BID</u>						
DOH-28H	Liquid Containing: Diuron	40%				
	Product Trade Name: Diuron 4L or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons					
			50	gallon		
DOH-29H	Liquid Containing: Fluroxypyr	45.52%				
	Product Trade Name: Vista XRT or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons					
			100	gallon		

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
DOH-30H	Wettable Granule Formulation Containing: Sodium Salt of Diflufenzopy: 2-(1-[(3,5-Difluorophenylamino) Carbonyl)-Hydrazono]ethyl)-3-Pyridinecarboxylic Acid, Sodium Salt Sodium Salt of Dicamba: 3,6-dichloro-o-anisic Acid	21.30% 55.00%				
	Product Trade Name: Overdrive or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 7.5 pound containers in lots of 30 pounds (4 - 7.5 lbs ctn)		100	pound		
DOH-31H	Dispersible Granules Containing: Sulfometuron Methyl Chlorsulfuron	56.25% 18.75%				
	Product Trade Name: Landmark XP or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 4 pound containers in lots of 32 pounds (8 - 4 lbs ctn)		100	pound		
	B) Supplied in 64 ounce returnable/refillable containers		1600	ounce		
DOH-32H	Dispersible Granules Containing: Sulfometuron Methyl Metsulfuron Methyl	56.25% 15.00%				
	Product Trade Name: Oust Extra or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 4 pound containers in lots of 32 pounds (8 - 4 lbs ctn)		400	pound		
	B) Supplied in 64 ounce returnable/refillable containers		6400	ounce		
	C) Supplied in 12 pound containers		400	pound		
DOH-33H	Dry Flowable Granule Containing: Bromacil Diuron	40% 40%				
	Product Trade Name: Krovar I DF or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 6 pound containers in lots of 48 pounds (8 - 6 lbs ctn)		50	pound		
DOH-34H	Liquid Containing: Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid Dimethylamine Salt of Dicamba (3,6-Dichloro-o-Anisic Acid)	24.58% 12.82%				

NO BID



HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
	Product Trade Name: Veteran 720 or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		100	gallon		
	B) Supplied in 30 gallon drums		100	gallon		
DOH-35H	Water Soluble Dispersible Extruded Paste Granule Containing:					
	Aminocyclopyrachlor	39.50%				
	Chlorsulfuron	15.80%				
	Product Trade Name: Perspective™ or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 20 ounce containers in lots of 240 ounces (12 - 20 oz ctn)		240	ounces		
	B) Supplied in 5 pound containers in lots of 40 pounds (8 - 5 lbs ctn)		40	ounces		
	C) Supplied in 5 pound jugs		80	pounds		
	D) Supplied in 12 pound containers		20	pounds		
DOH-36H	Water Soluble Dispersible Extruded Paste Granule Containing:					
	Aminocyclopyrachlor	39.50%				
	Metsulfuron methyl	12.60%				
	Product Trade Name: Streamline™ or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 3 pound containers in lots of 24 pounds (8 - 3 lbs ctn)		96	pounds		
	B) Supplied in 3 pound containers		96	pounds		
DOH-37H	Water Soluble Dispersible Extruded Paste Granule Containing:					
	Imazapyr	31.60%				
	Aminocyclopyrachlor	22.80%				
	Metsulfuron methyl	7.30%				
	Product Trade Name: Viewpoint™ or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 5 pound containers in lots of 40 pounds (8 - 5 lbs ctn)		100	pounds		
	B) Supplied in 5 pound containers		100	pounds		
DOH-38H	Liquid Containing:					
	Indaziflam (1.67 pounds per gallon)	19.05%				
	Product Trade Name: Esplanade 200SC or equal _____					
	EPA Registration Number: _____					
	A) 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					
	B) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons		
DOH-39H	Plant Growth Regulator Containing: Mefluidide, diethanolamine salt	21.45%	<u>NO BID</u>			
	Imazethapyr, ammonium salt	4.09%				
	Imazapyr, ammonium salt	0.15%				
	Product Trade Name: Stronghold or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 1 quart containers in lots of 1 gallon		50	gallons		
	B) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons		
DOH-40H	Turf and Ornamental Growth Regulator Containing: Diethanolamine Salt of Mefluidide	3.20%	<u>NO BID</u>			
	Product Trade Name: Embark or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons		
DOH-41H	Turf and Ornamental Growth Regulator Containing: Flauzifop-P-Butyl #73215	24.50%				
	Product Trade Name: Fusilade II or equal <u>As Spec'd (1 Qt)</u>					
	EPA Registration Number: <u>100-1084</u>					
	A) Supplied in 1 quart containers in lots of 1 gallons	<u>24.5%</u>	50	gallons	<u>\$282.00/gal</u>	<u>\$14130.00</u>
DOH-42H	Non-Selective Control of Emerged and Pre-Emerged Broadleaf and Grass Weeds Containing: Indaziflam	0.089%	<u>NO BID</u>			
	Diquat Dibromide	0.890%				
	Glypghosat Isopropylamine Salt	20.460%				
	Product Trade Name: Esplanade EZ or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons		

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

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

TO ADD DOH-41H Item B -- All other specifications and dates remain the same.

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
DOH-41H	Turf and Ornamental Growth Regulator Containing: Flauzifop-P-Butyl #73215	24.50%				
	Product Trade Name: Fusilade II or equal AS Spec'ed (7QT)					
	EPA Registration Number: 100-1084					
	A) Supplied in 1 quart containers in lots of 1 gallons	24.5%	50	gallons	\$282.00/gal	\$14130.00
B) Supplied in 2.5 gallon containers in lots of 5 gallons		50	gallons	NO BID		

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

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

ADJUVANTS					
Item #	Description	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
DOH-1A	Water Soluble Blue Liquid Spray Pattern Indicator # 008820				
	Product Trade Name: Bullseye or equal <i>lesco Tracker Blue 2.5gal</i> A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	<i>\$16.80/gal</i>	<i>\$1680.00</i>
DOH-2A	Diluent with Emulsifiers				
	Product Trade Name: Hygrade EC or Arborchem Basal Oil or Bark Oil EC or Penevator or equal _____ A) Supplied in _____ containers in lots of _____.	100	gallon	<u>NO BID</u>	
DOH-3A	Non-Ionic Surfactant -90% #091320				
	Product Trade Name: <i>lesco 90/10 Non ionic surfactant 1gal</i> A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	<i>\$15.25/gal</i>	<i>\$1525.00</i>
DOH-4A	Liquid Drift Control Agent				
	Product Trade Name: _____ A) Supplied in 1 quart containers in lots of 12 quarts.	400	quart	<u>NO BID</u>	
DOH-5A	Granular/Flake Drift Control Agent				
	Product Trade Name: _____ A) Supplied in 32 ounce containers in lots of 12 containers.	48	container	<u>NO BID</u>	
DOH-6A	Aquatic Surfactant #390903				
	Product Trade Name: <i>Applied Bio Aquatic Surfactant 1qt</i> A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	<i>\$60.00/gal</i>	<i>\$6000.00</i>
DOH-7A	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	<u>NO BID</u>	
DOH-8A	Non-Ionic Sticker Spreader				
	Product Trade Name: Nu-Film-IR or equal _____ A) Supplied in 2.5 gallon containers in lots of 5 gallons.	100	gallon	<u>NO BID</u>	

ADJUVANTS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-9A	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.	100	gallon		
	B) Supplied in 15 gallon drum.	100	gallon		
DOH-10A	Miscible-Dispersible Liquid Defoamer (10% Active Ingredient)				
	Product Trade Name: _____				
	A) Supplied in 1 quart containers in lots of 12 quarts per ctn	120	quarts		

NO BID

NO BID

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

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

MISCELLANEOUS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost				
Item #	Description								
DOH-1M	Pressure Rinser	NO BID							
	Product Trade Name: Easy Rinse or equal _____								
	A) Supplied per each.					25	each		
DOH-2M	Biostimulant Containing								
	Soluble Potash					1.00%			
	Iron					0.36%			
	Manure Extract					79.30%			
	Humic and Fulvic Acid Extract					9.00%			
	Kelp Extract					1.20%			
	Organo-Modified Silaxane Surfactant					0.36%			
	Product Trade Name: Launch or equal _____								
A) Supplied in 2.5 gallon containers in lots of 5 gallons	10	gallon							
DOH-3M	5-gallon Backpack Sprayer								
	Product Trade Name: Birchmeier or equal _____								
	A) Supplied per sprayer					10	each		
	B) Supplied per each gasket set for Sprayer Pump					10	set		
	C) Supplied per each Valve and Wand Repair Kit					10	kit		
DOH-4M	2-Quart Handheld Pressure Sprayer								
	Product Trade Name: Tolco or equal _____								
	A) Supplied per each sprayer					10	each		
DOH-5M	Closed System Backpack Sprayer								
	Product Trade Name: Birchmeier BCS or equal _____								
	A) Supplied per each sprayer					10	each		
	B) Supplied per each gasket Set for Sprayer Pump					10	set		
	C) Supplied per each Valve and Wand Repair Kit					10	kit		

MISCELLANEOUS		Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description				
DOH-6M	32 ounce Eye Wash Bottle	25	bottle		
	Product Trade Name: _____				
	A) Supplied per each.				

NO BID

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____

Signed: _____

Date: _____

Title: _____

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: SiteOne Landscape Supply

Authorized Signature: [Signature] Date: 11-23-15

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of November, 2015.

My Commission expires Notary Public - State of Ohio, 20 .

Recorded in Cuyahoga County
My Commission Expires 12-25-19

NOTARY PUBLIC Rosalin Santiago



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1600000045

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

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

Addendum Numbers Received:

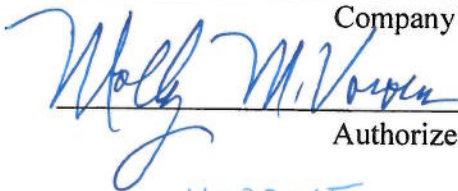
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 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.

SiteOne Landscape Supply

Company



Authorized Signature

11-23-15

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

ATTENTION:

This specimen label is provided for general information only.

- This pesticide product may not yet be available or approved for sale or use in your area.
- It is your responsibility to follow all Federal, state and local laws and regulations regarding the use of pesticides.
- Before using any pesticide, be sure the intended use is approved in your state or locality.
- Your state or locality may require additional precautions and instructions for use of this product that are not included here.
- Monsanto does not guarantee the completeness or accuracy of this specimen label. The information found in this label may differ from the information found on the product label. You must have the EPA approved labeling with you at the time of use and must read and follow all label directions.
- You should not base any use of a similar product on the precautions, instructions for use or other information you find here.
- Always follow the precautions and instructions for use on the label of the pesticide you are using.

2120313-23



The complete broad-spectrum postemergence professional herbicide for industrial, turf and ornamental weed control.

Complete Directions for Use

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION IS LIKELY TO RESULT.

GROUP	9	HERBICIDE
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EPA Reg. No. 524-529

2010-1

Read the entire label before using this product.

Use only according to label instructions.

Not all products listed on this label are registered for use in California. Check the registration status of each product in California before using.

Read the "LIMIT OF WARRANTY AND LIABILITY" statement at the end of the label before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. MONSANTO DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION. SEE INDIVIDUAL CONTAINER LABEL FOR REPACKAGING LIMITATIONS.

1.0 INGREDIENT

ACTIVE INGREDIENT:

*Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt.....	50.2%
OTHER INGREDIENTS (including 13% surfactant):	49.8%
	100.0%

*Contains 600 grams per liter or 5 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 445 grams per liter or 3.7 pounds per U.S. gallon of the acid glyphosate.

This product is protected by U.S. Patent No. 4,405,531. Other patents pending. No license granted under any non-U.S. patent(s).

2.0 IMPORTANT PHONE NUMBERS

1. FOR PRODUCT INFORMATION OR ASSISTANCE IN USING THIS PRODUCT, CALL TOLL-FREE,

1-800-332-3111

2. IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT, OR FOR MEDICAL ASSISTANCE, CALL COLLECT, DAY OR NIGHT,

(314)-694-4000

3.0 PRECAUTIONARY STATEMENTS

3.1 Hazards to Humans and Domestic Animals

Keep out of reach of children.

CAUTION!

CAUSES MODERATE EYE IRRITATION

Avoid contact with eyes or clothing.

FIRST AID: 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.
<ul style="list-style-type: none">• Have the product container or label with you when calling a poison control center or doctor, or going for treatment.• You may also contact (314) 694-4000, collect day or night, for emergency medical treatment information.• This product is identified as Roundup PRO® Concentrate Herbicide, EPA Registration No. 524-529.	

DOMESTIC ANIMALS: This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining Personal Protective Equipment (PPE). If there are no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

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.

IMPORTANT: When reduced PPE is worn because a closed system is being used, handlers must be provided all PPE specified above for "applicators and other handlers" and have such PPE immediately available for use in an emergency, such as a spill or equipment breakdown.

User Safety Recommendations

Users should:

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

3.2 Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

3.3 Physical or Chemical Hazards

Spray solutions of this product can be mixed, stored and applied using only stainless steel, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. This product can only be used in accordance with the Directions for Use on this label or in separately published Monsanto Supplemental Labeling. Supplemental Labeling may be found on the internet at www.agrian.com, www.cdms.net or www.greenbook.net or obtained by contacting your Authorized Monsanto Retailer or Monsanto Company representative.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulations.

QUALI-PRO
Oryzalin 4
Herbicide

▲
PEEL BACK BOOK HERE

ACTIVE INGREDIENT:	% BY WT.
Oryzalin: 3,5-dinitro-N,N'-dipropylsulfanilamide	.41.0%
INERT INGREDIENTS:	59.0%
TOTAL:	100.0%

Contains 4 pounds of active ingredient per gallon.

EPA Reg. No. 66222-207

KEEP OUT OF REACH OF CHILDREN
CAUTION

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
CAUTION

For medical emergencies involving this product,
contact Prosar at 1-877-250-9291.

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

EPA 031402/Notif 030609/Trans 010410/Rev D

EPA Est. No. 37429-GA-001¹⁹; 37429-GA-002²⁰
Letter(s) in lot number correspond(s) to
superscript in EPA Est. No.

13842

Net Contents: 2.5 Gallons

LESCO®

GROUP 3 HERBICIDE

Surflan® A S

Specialty Herbicide

A selective preemergence surface-applied herbicide for control of annual grasses and many broadleaf weeds in:
• Landscape Ornamentals • Container Grown Ornamentals • Field Grown Ornamentals • Drainage Areas
Under Shadehouse Benches • Ornamental Bulbs • Ground Covers/Perennials • Christmas Tree Plantations
• Non-bearing fruit and nut trees and non-bearing vineyards • Noncropland and Industrial Sites • Established
Warm Season Turf (including Bahiagrass, Bermudagrass, Buffalograss, Centipedegrass, St. Augustinegrass
and Zoysiagrass) • Tall Fescue (warm season areas)

Active Ingredient:	
oryzalin: 3,5-dinitro- <i>N,N'</i> -dipropylsulfanilamide	40.4%
Other Ingredients	59.6%
Total	100.0%

Contains 4.0 pounds of active ingredient per gallon.



Keep Out of Reach of Children
CAUTION PRECAUCION
 Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
 (If you do not understand the label, find someone to explain it to you in detail.)

Refer to inside of label booklet for additional precautionary information including Personal Protective Equipment (PPE), User Safety Recommendations and Directions for Use including Storage and Disposal.

First Aid

If in eyes: 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.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact the Rocky Mountain Poison Control Center at 1-866-673-6671 for emergency medical treatment information.

Notice: Read the entire label. Use only according to label directions. **Before using this product, read Conditions of Sale and Limitation of Warranty and Liability at end of label booklet. If terms are unacceptable, return at once unopened.**

For emergency medical assistance, call the Rocky Mountain Poison Control Center at 1-866-673-6671.

For chemical emergency: spill, leak, fire, exposure, or accident, call CHEMTREC 1-800-424-9300.

Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.

Shake Well Before Using.

Rev. 7/26/11

703150

Net Contents: 2.5 Gallon

TM

EPA Reg. No. 70506-44-10404

EPA Est. No. 70815-GA-002

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



Aqua Neat[®]

Aquatic Herbicide

For use on emerged aquatic weeds and brush in aquatic and other noncrop sites

ACTIVE INGREDIENT:

Glyphosate, N-(phosphonomethyl)glycine,
in the form of its isopropylamine salt* 53.8%

OTHER INGREDIENTS: 46.2%

TOTAL: 100.0%

*Contains 648 grams per litre or 5.4 pounds per U.S. gallon of the active ingredient, glyphosate, in the form of its isopropylamine salt. Equivalent to 480 grams per litre or 4 pounds per U.S. gallon of the acid, glyphosate.

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

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

SEE INSIDE BOOKLET FOR FIRST AID AND
ADDITIONAL PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or
Exposure, Call CHEMTREC
(800) 424-9300

For Medical Emergencies Only,
Call (877) 325-1840

EPA Reg. No. 228-365

Manufactured for
Nufarm Americas Inc.
150 Harvester Drive
Burr Ridge, IL 60527



PULL HERE TO OPEN ►



Fusilade® II

Turf and ornamental herbicide

syngenta

Herbicide

For the control of grass weeds in landscape areas, roadsides, nurseries, greenhouses, flower beds, groundcovers, interiorscapes, parks, sports fields, golf courses, commercial and residential areas.

Active Ingredient:

Fluazifop-P-butyl

Butyl (R)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate* 24.5%

Other Ingredients: 75.5%

Total: 100.0%

*Fusilade II Turf and Ornamental Herbicide contains 2 pounds (+) isomer (fluazifop-P-butyl) per gallon.

Contains petroleum hydrocarbons.

KEEP OUT OF REACH OF CHILDREN.

CAUTION

See additional precautionary statements and directions for use inside booklet.

EPA Reg. No. 100-1084

EPA Est. 11773-IA-01^{VWC}

EPA Est. 46073-TN-003^{NTM}

(Superscript is first three letters of batch code on container)

Product of United Kingdom
Formulated in the USA

SCP 1084A-L1C 0609
4021964

1 quart
Net Contents



LESCO® Tracker

Blue Spray Pattern Indicator

PRODUCT INFORMATION

LESCO Tracker is a temporary blue colorant used to mark spray applications. The applicator can easily identify sprayed areas and determine if skip, overlaps, or possibly drift has occurred.

Tracker is non-toxic, water soluble and will not stain. The temporary color disappears with rain, dew, irrigation or sunlight. Tracker is inert and will not react with commonly used tank mix products.

Tracker WS is a dry flowable formulation of the colorant, packed in convenient, easy-to-use water soluble packs that dissolve quickly in the spray tank. This formulation eliminates applicator contact and won't leave residue to clog screens or nozzles.

DIRECTIONS FOR USE

Add Tracker to the tank after all products have been mixed. It will not effect the performance of turf fertilizers and/or pesticides. Tracker is water soluble and disperses quickly in agitated tanks.

Tracker may be used to mark termiticide pretreatments, borate applications and other outdoor pest control uses where indication of a consistent application is desirable. Temporary discoloration of wood will occur.

APPLICATION RATES

Liquid: 0.2-0.4 ounces per 1,000 square feet, or 8-16 ounces per acre. The lower rate can be used on greens-height turf. Longer grass will require higher than recommended rates.

Water soluble packs: 1 pack per 50 gallons of spray solution.

BENEFITS

- Herbicide/pesticide exposure to applicator can be easily identified.
- Rate measurement is quick and easy with Tracker WS packs.
- Tracker WS eliminates container disposal issues.
- Faulty or leaky spray equipment can be quickly detected.

PACKAGING

2.5 gallon #008820

40x1 water soluble packs #031775

LESCO® Tracker
Blue Spray Pattern Indicator

2.5 gal. #008820
40x1 water soluble packs #031775

LESCO®



MOJAVE 70 EG

BAREGROUND VEGETATION CONTROL

Specimen Label

ACTIVE INGREDIENTS:

Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)	7.78%
Diuron (3-[3,4-dichlorophenyl]-1, 1-dimethylurea)	62.22%
OTHER INGREDIENTS:	30.00%
TOTAL:	100.00%

EPA Reg. No. 81927-25

ST EPA Est. No. 39578-TX-001
 BT EPA Est. No. 37429-GA-001
 CSI EPA Est. No. 53883-TX-002

KEEP OUT OF REACH OF CHILDREN CAUTION! / ¡PRECAUCIÓN!

PRECAUCION AL USUARIO: Si usted no lee ingles, no use este producto hasta que la etiqueta le haya sido explicada ampliamente.

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 do so 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 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 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 by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-424-9300 for emergency medical treatment information.	

Manufactured for:
 Alligare, LLC
 13 N. 8th Street
 Opelika, AL 36801

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS

CAUTION! Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid breathing spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing and wash before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE):

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-resistance category selection chart.

All pilots, flaggers, and groundboom applicators must wear:

- Long-sleeved shirt and long pants and,
- Shoes plus socks

All mixers, loaders, other applicators, and other handlers must wear:

- Long-sleeved shirt and long pants,
- Shoes plus socks
- Chemical-resistant gloves, made of any waterproof material, such as barrier laminate, butyl rubber or polyethylene
- A NIOSH-approved dust/mist filtering respirator with any N², R, P, or HE filter or a NIOSH approved dust/mist filtering respirator with approval number prefix TC-21C
- Chemical-resistant apron when mixing, loading, or cleaning equipment or spills

See engineering controls for additional requirements.

Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENGINEERING CONTROLS

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(6)].

Flaggers supporting aerial applications must use an enclosed cab that meets the definition in the Worker Protection Standard for Agricultural Pesticides [40 CFR 170.240(d)(5)] for dermal protection. In addition, flaggers must wear long-sleeved shirt, long pants, shoes, and socks.

ENVIRONMENTAL HAZARDS

For terrestrial uses, **DO NOT** apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. **DO NOT** contaminate water when cleaning equipment or disposing of equipment washwaters.

PHYSICAL AND CHEMICAL HAZARDS

Spray solutions of **Alligare Mojave 70 EG** should be mixed, stored and applied only in stainless steel, fiberglass, plastic and plastic-lined steel containers.

DO NOT mix, store or apply **Alligare Mojave 70 EG** or spray solutions of **Alligare Mojave 70 EG** in unlined steel (except stainless steel) containers or spray tanks.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

DO NOT apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

GENERAL INFORMATION

Alligare Mojave 70 EG is a dispersible granule intended to be mixed with water and surfactant(s) for application to non-cropland areas such as railroad, utility, pipeline and highway rights-of-way, utility plant sites, petroleum tank farms, pumping installations, fence rows, storage areas, farmyards and around farm buildings, non-irrigation ditchbanks and other similar areas where bare ground is desired. **Alligare Mojave 70 EG** may also be used for weed control under paved surfaces.

When applied either preemergence or postemergence to weeds, **Alligare Mojave 70 EG** will control most annual and perennial grasses and broadleaf weeds in addition to many brush and vine species and **Alligare Mojave 70 EG** will provide residual control of labeled weeds which germinate in the treated areas. For annual weed control, preferably apply **Alligare Mojave 70 EG** either at late preemergence-to-early postemergence for best results. For perennial weed control, **Alligare Mojave 70 EG** must be applied postemergence to the target weeds, since it will not control un-emerged perennial weeds. For maximum effect, weeds should be growing vigorously at the time of postemergence application and the spray solution should include a surfactant (See **ADJUVANTS** Section for recommendations.) **Alligare Mojave 70 EG** solutions may be broadcast by using ground or aerial equipment, or may be applied as a spot treatment by using low-volume techniques.

PRECAUTIONS FOR AVOIDING INJURY TO NON-TARGET PLANTS

Alligare Mojave 70 EG can occasionally affect non-target or untreated plants by root uptake of the herbicide. Injury or loss of non-target plants may result if **Alligare Mojave 70 EG** is applied onto or near desirable plants, or to areas where their roots extend, or in areas where treated soil may be washed or moved within their drip line.

Alligare Mojave 70 EG may injure or kill most desirable plants and crops. Avoid applications of **Alligare Mojave 70 EG** to powdery-dry soil or sand soils when there is little likelihood of rainfall soon after treatment, since subsequent off-target movement of treated soil by water and/or wind may cause damage to adjacent desirable plants or crops.

IMPORTANT

DO NOT use on food or feed crops. **DO NOT** treat irrigation ditches or water used for crop irrigation or for domestic purposes. Keep away from fertilizers, insecticides, fungicides and seeds. **DO NOT** drain or flush equipment on or near desirable plants, or on areas where their roots may extend, or in locations where the chemical may be washed or moved within their dripline. **DO NOT** use on lawns, walks, driveways, tennis courts or similar areas. **DO NOT** side trim desirable vegetation with this product. Exercise precautions to prevent spray drift onto desirable plants.

The maximum application rate per application in areas of high rainfall or dense vegetation is 12.0 pounds diuron active ingredient per acre. This is equivalent to 19.0 pounds **Alligare Mojave 70 EG** per acre. For all other areas, the maximum application rate per acre is 8.0 pounds diuron active ingredient per acre. This is equivalent to 13 pounds **Alligare Mojave 70 EG** per acre. Apply a maximum of two applications per year. Allow a minimum of 90 days between applications.

This product is NOT registered for use in California.

Clean application equipment after using this product by thoroughly flushing with water.

SPECIMEN

PENDING *Herbicide*

AquaCap™



For use as a preemergence weed control herbicide in turfgrass, landscape or grounds maintenance, noncropland areas, and ornamental production

Active Ingredient:

pendimethalin: N-(1-ethylpropyl)-3,4-dimethyl-2,6-dinitrobenzenamine 38.7%

Other Ingredients: 61.3%

Total: 100.0%

1 gallon contains 3.8 lbs of microencapsulated pendimethalin in an aqueous carrier.

EPA Reg. No. 241-416

EPA Est. No.

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

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

See inside for complete **Precautionary Statements, First Aid, Directions For Use, Conditions of Sale and Warranty**, and state-specific crop and/or use site restrictions.

In case of an emergency endangering life or property involving this product, call day or night 1-800-832-HELP (4357).

Net Contents:

Specimen Label



Garlon® 3A

Specialty Herbicide

©Trademark of Dow AgroSciences LLC

For the control of woody plants, broadleaf weeds in forests and industrial non-crop areas, including manufacturing and storage sites, rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, railroads, fence rows, non-irrigation ditch banks, and around farm buildings; including application to grazed areas, and establishment and maintenance of wildlife openings on these sites, and in Christmas tree plantations. Use within production forests and industrial non-crop sites (including those listed above) may include applications to control target vegetation in and around standing water sites, such as marshes, wetlands, and the banks of ponds and lakes.

For use in New York State, comply with Section 24(c) Special Local Need labeling for Garlon 3A, SLN NY-060002.

Active Ingredient:

triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt.....	44.4%
Other ingredients.....	55.6%
Total.....	100.0%

Acid equivalent: triclopyr - 31.8% - 3 lb/gal

EPA Reg. No. 62719-37

Keep Out of Reach of Children

DANGER PELIGRO

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

Precautionary Statements

Hazard to Humans and Domestic Animals

Corrosive • Causes Irreversible Eye Damage • Harmful If Swallowed Or Absorbed Through Skin • Prolonged Or Frequently Repeated Skin Contact May Cause Allergic Reaction In Some Individuals

Do not get in eyes or on skin or clothing.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Protective eyewear
- Chemical resistant gloves (≥14 mils) such as butyl rubber, natural rubber, neoprene rubber or nitrile rubber

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the WPS (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 clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

First Aid

If in eyes: 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 on skin or clothing: 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 swallowed: 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 do so 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. You may also contact 1-800-992-5994 for emergency medical treatment information.

Note to Applicator: Allergic skin reaction is not expected from exposure to spray mixtures of Garlon 3A herbicide when used as directed.

Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.

Relegate[®]

Selective Herbicide

A herbicide for control of woody plants, annuals and perennial broadleaf weeds in forests, grass pastures, rangeland, and CRP acres including non-irrigation ditch banks and fence rows within these areas.

ACTIVE INGREDIENT:

*Triclopyr BEE: (3,5,6 Trichloro-2-Pyridinyl)
oxyacetic acid, butoxyethyl ester 61.6%

OTHER INGREDIENTS: 38.4%

TOTAL: 100.0%

Contains petroleum distillates.

*Contains 4 pounds of triclopyr acid equivalent per gallon (44.3%)

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

SEE INSIDE BOOKLET FOR FIRST AID AND
ADDITIONAL PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or
Exposure, Call CHEMTREC
(800) 424-9300

For Medical Emergencies Only,
Call (877) 325-1840

EPA REG. NO. 228-521

Manufactured for
Nufarm Americas Inc.
150 Harvester Drive
Burr Ridge, IL 60527



Specimen Label



Pathfinder[®] II

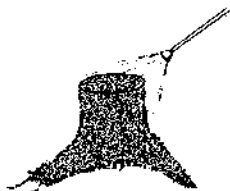
Specialty Herbicide

©Trademark of Dow AgroSciences LLC

For the control of woody plants in forests, in rangeland and permanent pastures, and in non-crop areas including industrial manufacturing and storage sites, rights-of-way such as electrical power lines, communication lines, pipelines, road sides and railroads, fence rows, non-irrigation ditch banks and around farm buildings. Use on these sites may include application to grazed areas as well as establishment and maintenance of wildlife openings.



Basal Bark



Cut Stump

Active Ingredient:	
triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester	13.6%
Other Ingredients	86.4%
Total	100.0%

Acid Equivalent: triclopyr – 9.81% – 0.75 lb/gal

EPA Reg. No. 62719-176

Keep Out Of Reach Of Children

CAUTION PRECAUCION

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

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. Refer to label booklet under "Agricultural Use Requirements" in the Directions for Use section for information about this standard.

Refer to inside of label booklet for additional precautionary information including Directions for Use.

Notice: Read the entire label. Use only according to label directions.

Before using this product, read Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies at end of label booklet. If terms are unacceptable, return at once unopened.

In case of emergency endangering health or the environment involving this product, call 1-800-992-5994. If you wish to obtain additional product information, visit our web site at www.dowagro.com.

Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.

Precautionary Statements

Hazard to Humans and Domestic Animals

CAUTION

Harmful If Swallowed • Prolonged Or Frequently Repeated Skin Contact May Cause Allergic Reactions In Some Individuals

Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for category E on an EPA chemical resistance category selections chart.

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves such as barrier laminate, nitrile rubber, neoprene rubber, or viton
- Shoes plus socks

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

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

First Aid

If swallowed: 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 do so 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. You may also contact 1-800-992-5994 for emergency medical treatment information.

Environmental Hazards

This pesticide is toxic to fish. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

Ready-to-Use, No Mixing Required.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

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 LABEL FOR USE DIRECTIONS



#091320

Net Contents: 1 gallon (3.78 L)

TM

California Registration No. 10404-50002-AA - MADE IN THE U.S.A.
LESCO, Inc. • 1385 East 36th Street • Cleveland, OH 44114-4114

JO 4-10-15



**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.

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Manufactured for:

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

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



John Deere Landscapes Unveils New Name



Starting October 19th, John Deere Landscapes name change goes into effect and we will be SiteOne Landscape Supply.

Note that this is a *name change only*.

Our Federal ID remains the same.

With that said, is there anything you need from us (in addition to the attached) so that our new company name, SiteOne Landscape Supply, can be changed on your end? If there is please let us know. You can contact us at 216-706-9250 ex. 2550 or bids@SiteOne.com

Thanks,

Bids Department

1385 East 36th St.
Cleveland, OH 44114
(P) 216-706-9250 x. 2550
(F) 248-581-1433
(E) bids@SiteOne.com



John Deere Landscapes Unveils New Name



Dear Valued Customer,

Thank you for your business and for allowing John Deere Landscapes to be your partner as you move forward in this challenging and ever-changing industry.

Your priorities and requirements played a critical role during our 18-month journey to rebrand our company. During this extensive process, we solicited input from all stakeholders to help us replace one of the world's most iconic brands. We ultimately arrived at a name and identity that reflect our role as the industry leader focused on your success.

It is with great pride that we introduce our new name—SiteOne Landscape Supply—which will go into effect on October 19, 2015. The name SiteOne was inspired by our role as the green industry professional's No. 1 destination for the materials, supplies, tools and expertise—providing you with what you need to grow and succeed. In short, SiteOne represents the following:

- Your **No. 1** choice for materials, supplies, tools, expertise and support.
- The **No. 1** provider of landscape supplies in North America.
- More locations than any other supplier, within reach of any job **site**.

Along with our new name, we are adopting a new logo that communicates our leadership position and reinforces our role as the green industry professional's primary destination between the home, office and jobsite. Our tagline "Stronger Together" describes our role as a strong link in the chain from our suppliers to your finished project: when we work together, we are all stronger and more successful.

We are proud to soon be SiteOne Landscape Supply and are excited to officially launch the new brand at the GIE+EXPO in Louisville, KY in October. In the following months you will see more communications about the new brand and you will begin to see changes taking place at our branches. We will, however, continue to serve you as John Deere Landscapes until October 19.

Thank you again for allowing us to be your partner. As SiteOne, we will have an exciting new look, but the foundation of our success will not change—exceptional associates at convenient locations with the high quality products and services that you have come to know and trust to help you achieve success. We will continue to build on this foundation to become an even more valuable partner in the future. We look forward to exciting times together in the coming years.

Sincerely,

Chief Executive Officer
SiteOne Landscape Supply

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SiteOne Landscape Supply, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.			
<input type="checkbox"/> Other (see instructions) ▶				

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **5**
Exemption from FATCA reporting code (if any)

5 Address (number, street, and apt. or suite no.)
300 Colonial Center Parkway, Suite 600

6 City, state, and ZIP code
Roswell, GA 30076

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
3	6	-	4	4	8	5	5	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *John Suttles* Date ▶ **10-23-2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
 - Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.