



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.

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- General Information**
- Contact
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Procurement Folder: 1287498	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0803
Vendor ID: 000000120160	SO Doc ID: DOT2400000018
Legal Name: ARBORCHEM PRODUCTS	Published Date: 9/18/23
Alias/DBA:	Close Date: 10/4/23
Total Bid: \$0.00	Close Time: 13:30
Response Date: 09/29/2023	Status: Closed
Response Time: 7:11	Solicitation Description: Vegetation Management Products - Statewide
Responded By User ID: Arborchem	Total of Header Attachments: 9
First Name: Todd	Total of All Attachments: 9
Last Name: Hagenbuch	
Email: thagenbuch@arborchem.com	
Phone: 570-401-7098	



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1287498
Solicitation Description: Vegetation Management Products - Statewide
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-10-04 13:30	SR 0803 ESR09292300000001581	1

VENDOR
 000000120160
 ARBORCHEM PRODUCTS

Solicitation Number: CRFQ 0803 DOT2400000018
Total Bid: 0
Response Date: 2023-09-29
Response Time: 07:11:52
Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor 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	Vegetation Management Products, Herbicides and Misc Products	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
10171700			

Commodity Line Comments: Pricing is attached

Extended Description:

SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

Vegetation Management Products

Pricing Pages, Attachment A (ATT A)

VENDOR NAME: Asplundh Tree Expert LLC DBA Arborchem Products

VENDOR INSTRUCTIONS: Please read the instructions below for Part I, II, and III carefully, and provide all required information with the bid submission. This is a multiple vendor award contract. Vendors may bid any or all contract items. A contract will be awarded to the low bid Vendor, per contract item bid, meeting all contract specification requirements.

Part I: HERBICIDES - Vendor shall bid either the Product Trade name product listed, or an "equal to" product (reference Section 3.2.4.) "Equal to" products must be listed by brand name in the "Equal To Product Bid." All "equal to" products MUST have the EPA registration number and the WVDA registration number (aka Brand ID) for every herbicide product bid. Failure to list the EPA registration number and WVDA # will result in the bid being disqualified for the corresponding Contract Item. Bids shall be calculated per the unit of measure indicated for the Contract Item, when distributed in the case/pallet/container size requested within the Description column. **Vendor must supply the product label for all equal to products bid.** Failure to provide product labels for equal to products bid will result in the bid being disqualified for the corresponding Contract Item for which the product label was omitted.

Part II: ADJUVANTS - Vendor shall bid either the Product Trade name product listed, or an "equal to" product (reference Section 3.2.4.) Bids shall be calculated per the unit of measure indicated for the Contract Item, when distributed in the case/pallet/container size requested within the Description column. **Vendor must supply the product label for all equal to products bid.** Failure to provide product labels for equal to Contract Items bid in Part II: Adjuvant Products with the bid submission will result in the bid being disqualified for the corresponding Contract Item for which the product label was omitted.

Part III: MISCELLANEOUS PRODUCTS - Vendor shall bid either the Product Trade name product listed, or an "equal to" product (reference Section 3.2.4.) Bids should be calculated per the unit of measure indicated for the Contract Item. **Vendor should supply the product label and/or the product specifications for every Miscellaneous products bid.**

Part I: HERBICIDE PRODUCTS

Contract Item #	Description	Unit of Measure	Cost Per Unit of Measure	Equal To Product Bid (Provide Product Labels for Equal to Items Bid)
	Product Trade Name: Accord® XRT II or equal A non-selective broad spectrum systemic herbicide for control of annual and perennial weeds and woody plants. Group 9. Active ingredient is 50.2% glyphosate: N-(phosphonomethyl)glycine, dimethylamine salt. Contains 5.07 lb per gallon glyphosate, dimethylamine salt (4 lb per gallon glyphosate acid).			Product Name: _____ EPA REG# _____ WVDA#/Brand ID: _____
1	Case of 2 X 2.5 Gal. containers	Gal.	No Bid	
2	Pallet of 72 x 2.5 Gal. containers	Gal.	No Bid	
3	30 Gal. container, sold individually	Gal.	No Bid	
4	250 Gal. container, sold individually	Gal.	No Bid	
	Product Trade Name: Arsenal® Powerline™ or equal Water-soluble formulation applied as a spray for control of most annual and perennial grasses, broad-leaf and woody plants. Group 2. Active Ingredient: Isopropylamine Salt of Imazapyr 26.7%. Equivalent to 21.8% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.			Product Name: _____ Arsenal Powerline EPA REG# _____ 241-431 WVDA#/Brand ID: _____ 0271-0159
5	Case of 2 X 2.5 Gal. containers	Gal.	\$88.50	
6	15 Gal. container, sold individually	Gal.	No Bid	
7	Pallet of 72 X 2.5 Gal. containers	Gal.	\$87.50	
8	Pallet of 9 X 15 Gal. containers	Gal.	No Bid	
	Product Trade Name: Diuron 4L or equal A non-selective residual herbicide for the control of a wide range of grasses, broadleaf weeds in land not intended to bear vegetation. Group 7. Active Ingredients: Diuron 40.7%. Contains 4.0 Pounds of Diuron per gallon.			Product Name: _____ EPA REG# _____ WVDA#/Brand ID: _____
9	Case of 2 X 2.5 Gal. containers	Gal.	No Bid	
10	30 Gal. container, sold individually	Gal.	No Bid	

Vegetation Management Products

Pricing Pages, Attachment A (ATT A)

	Product Trade Name: Escort XP Herbicide® or equal A dispersible granule, post-emergent herbicide that mixes in water for spray application and controls many annual and perennial weeds and woody plants. Group 2. Active Ingredient: Metsulfuron methyl 60% by weight.			Product Name: Escort XP EPA REG# _432-1549 WVDA#/Brand ID: _9278
11	Case of 8 X 8 Oz. containers	Oz.	\$3.15	
12	Case of 8 X 16 Oz. containers	Oz.	\$3.15	
13	64 Oz. container, sold individually	Oz.	No Bid	
	Product Trade Name: Esplanade® 200 SC or equal A preemergent herbicide for the control of annual grasses and broadleaf weeds. Group 29. Active Ingredient: Indaziflam 19.05%. Contains 1.67 pounds of indaziflam per gallon.			Product Name: Esplanade 200SC EPA REG# _432-1516 WVDA#/Brand ID: _1726.0139
14	Case of 4 X 16 Qt. containers	Qt.	\$395.54	
15	Case of 2 X 2.5 Gal. containers	Gal.	\$1,437.44	
	Product Trade Name: Esplanade® EZ or equal A pre-mixed non-selective control of emerged and pre-emerged grasses and broadleaf weeds. Group 29, 22, and 9. Active Ingredients: Indaziflam 0.089% + Diquat 0.890% + Glyphosate 20.460%, by weight.			Product Name: Roundup Quickpro SC Total EPA REG# _432-1532 WVDA#/Brand ID: _____
16	Case of 4 X 16 Qt. containers	Qt.	No Bid	
17	Case of 2 X 2.5 Gal. containers	Gal.	\$87.00	
	Product Trade Name: Freelexx™ or equal Selective control of many broadleaf weeds and turfgrass and certain aquatic applications. Group 4. Active Ingredients: 2,4-D Choline 19.6%. 2,4-dichlorophenoxyacetic acid - 38.4% - 3.8 Lb./Gal.			Product Name: Freelexx EPA REG# _62719-634 WVDA#/Brand ID: _10273
18	Case of 2 X 2.5 Gal. containers	Gal.	\$32.75	
19	Pallet of 72 X 2.5 Gal. containers	Gal.	\$32.75	
	Product Trade Name: Garlon® 3A or equal Liquid amine formulation for foliar and basal bark applications and is effective on actively growing brush by penetrating the bark and entering the cambium layer. Group 4. Active Ingredients: Triclopyr 44.4%. Acid equivalent: triclopyr - 31.8% - 3 Lb./Gal.			Product Name: _Garlon 3a EPA REG# _62719-37 WVDA#/Brand ID: _1002.0013
20	Case of 2 x 2.5 Gal. containers	Gal.	\$66.50	
21	Pallet of 10 X 15 Gal. containers	Gal.	No Bid	
22	30 Gal. container, sold individually	Gal.	\$66.50	
	Product Trade Name: Garlon® 4 Ultra or equal Liquid ester formulation for foliar and basal bark applications and is effective on actively growing brush by penetrating the bark and entering the cambium layer. Group 4. Active Ingredients: Triclopyr Butoxyethyl ester 61.6%. Acid equivalent: triclopyr - 43.46% - 4 Lb./Gal.			Product Name: _Garlon 4 Ultra _____ EPA REG# _62719-527 _____ WVDA#/Brand ID 1580.0020 _____
23	Case of 2 x 2.5 Gal. containers	Gal.	\$84.50	
24	15 Gal. container, sold individually	Gal.	No Bid	
25	30 Gal. container, sold individually	Gal.	No Bid	
26	Pallet of 10 X 15 Gal. containers	Gal.	No Bid	

Vegetation Management Products

Pricing Pages, Attachment A (ATT A)

27 28 29	<p>Product Trade Name: Krenite® S or equal Herbicide brush control agent is a water-soluble liquid to be diluted with water and applied as a foliar spray for control and/or suppression of many woody species. Group 27. Active Ingredient: Ammonium salt of fosamine 41.5%. Contains 4 pounds of Active Ingredient per gallon.</p>	Gal.		\$110.50	<p>Product Name: Krenite S EPA REG# <u>42750-247</u> WVDA#/Brand ID: <u>5988</u></p>
30	<p>Product Trade Name: Krovar® IDF or equal A dispersible granule to be mixed in water and applied as a spray for selective control of weeds. Group 5, 7. Active Ingredients: Bromacil 40.0% + Diuron 40.0% by weight.</p>	Lb.		No Bid	<p>Product Name: _____ EPA REG# _____ WVDA#/Brand ID: _____</p>
31	<p>Product Trade Name: Method® 240SL or equal A soluble liquid that is mixed in water and may be applied by aerial or ground equipment for control of broadleaf weeds and woody species. Group 4. Active Ingredients: Postassium salt of aminocyclopyrachlor 25.0%. Acid Equivalent:6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid - 2 pounds acid per gallon or 21.2%.</p>	Gal.		\$343.04	<p>Product Name: Method 240SL EPA REG# <u>432-1565</u> WVDA#/Brand ID: <u>9234</u></p>
32 33	<p>Product Trade Name: Milestone® or equal A liquid herbicide for use on rangeland and pastures to control noxious and invasive broadleaf species and other problem weeds. Group 4. Active Ingredients: Aminopyralid 40.6%. Acid Equivalent: aminopyralid (2-pyridine carboxylic acid, 4-amino-3,6-dichloro-) - 21.1% - 2 Lb./Gal.</p>	Qt.		\$81.25	<p>Product Name: Milestone EPA REG# <u>62719-519</u> WVDA#/Brand ID: <u>1508.0009</u></p>
34 35	<p>Product Trade Name: Oust® XP or equal A broad-spectrum herbicide that cost-effectively controls tough annual and perennial grasses and broadleaf weeds. Dispersible granules. Group 2. Sulfometuron Methyl 75.0% by weight.</p>	Lb.		\$30.10	<p>Product Name: Oust XP EPA REG# <u>432-1552</u> WVDA#/Brand ID: <u>9360</u></p>
36 37 38	<p>Product Trade Name: Oust® Extra or equal Controls many annual and perennial grasses and broad-leaf weeds. Group 2. Active Ingredients: Sulfometuron Methyl 56.25%, Metsulfuron Methyl 15% by weight.</p>	Lb.		\$30.10	<p>Product Name: Oust Extra EPA REG# <u>432-1557</u> WVDA#/Brand ID: <u>9437</u></p>
39 40	<p>Product Trade Name: Outrider® or equal A selective herbicide for the control of certain annual and perennial grasses and broadleaf weeds. Water soluble dry granule. Active Ingredient: Sulfosulfuron 75.0%.</p>	Oz.		\$15.25	<p>Product Name: Outrider EPA REG# <u>59639-223</u> WVDA#/Brand ID: <u>10866</u></p>
41	<p>Product Trade Name: Pathfinder® II or equal No mixing. For the control of woody plants, basal bark and cut-stump treatments. Group 4. Active Ingredients: Triclopyr Butoxyethylester 13.6%. Acid Equivalent: triclopyr - 9.81% - 0.75 Lb./Gal.</p>	Gal.		\$53.75	<p>Product Name: Pathfinder II EPA REG# <u>62719-176</u> WVDA#/Brand ID: <u>1002.0155</u></p>

Vegetation Management Products

Pricing Pages, Attachment A (ATT A)

42 43	<p>Product Trade Name: PENDulum® AquaCap™ or equal Water-based herbicide that provides preemergence control of weeds in turfgrass, landscape, noncropland areas and ornamental production. Pendulum will not control established weeds, rather it stops susceptible weeds from germinating and growing, eventually causing them to die before they ever emerge from the soil. Group 3. Active Ingredient: Pendimethalin 38.7%. 1 Gal contains 3.8 Lbs. of microencapsulated pendimethalin in aqueous carrier.</p>		<p>Product Name: _____ EPA REG# _____ WVDA#/Brand ID: _____</p>
	Case of 2 X 2.5 Gal. containers	Gal.	No Bid
	15 Gal. container, sold individually	Gal.	No Bid
44	<p>Product Trade Name: Plateau® or equal For weed control, native grass establishment and turf growth suppression. Group 2. Active Ingredients: 23.6% Ammonium salt of imazapic. Contains 2 lbs. of Imidazolinone per gallon.</p>		<p>Product Name: _____ EPA REG# _____ WVDA#/Brand ID: _____</p>
	Case of 2 X 1 Gal. containers	Gal.	No Bid
45 46	<p>Product Trade Name: Polaris® SP or equal Multi-Purpose Non-Selective liquid post-emergent herbicide for the management of grasses and broadleaf weeds, undesirable emergent and floating aquatic vegetation, and many brush and vine species in a variety of settings. Group 2. Active Ingredients: Imazapyr 27.7%. Equivalent to 22.6% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.</p>		<p>Product Name: Polaris _____ EPA REG# <u>228-534</u> _____ WVDA#/Brand ID: <u>1009.0119</u> _____</p>
	Case of 2 X 2.5 Gal. containers	Gal.	\$63.50
	Pallet of 72 X 2.5 Gal. containers	Gal.	\$63.50
47 48 49	<p>Product Trade Name: Rodeo® or equal Control of annual and perennial weeds and woody plants and for emerged aquatic vegetation control. Group 9. Active Ingredients: Isopropylamine Salt of Glyphosate 53.8%. Contains 5.4 Lb. per gallon glyphosate, isopropylamine salt (4 Lb. per gallon glyphosate acid).</p>		<p>Product Name: <u>Discontinued</u> _____ EPA REG# _____ WVDA#/Brand ID: _____</p>
	Case of 2 X 2.5 Gal. containers	Gal.	No Bid
	Pallet of 72 X 2.5 Gal. containers	Gal.	No Bid
	30 Gal. container, sold individually	Gal.	No Bid
50 51 52 53 54	<p>Product Trade Name: Roundup® Pro Concentrate or equal A postemergence herbicide for industrial, turf and ornamental weed control. It gives broad-spectrum control of many annual weeds, perennial weeds, woody brush and trees. Formulated as a water-soluble liquid containing surfactant. Group 9. Active Ingredient: Glyphosate 50.2%. 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 gallon of the acid glyphosate.</p>		<p>Product Name: Roundup Pro Concentrate _____ EPA REG# <u>524-529</u> _____ WVDA#/Brand ID: <u>16334</u> _____</p>
	Case of 2 X 2.5 Gal. containers	Gal.	\$23.50
	Pallet of 72 X 2.5 Gal. containers	Gal.	\$22.50
	Pallet of 9 X 15 Gal. containers	Gal.	\$22.50
	30 Gal. container, sold individually	Gal.	\$22.50
	265 Gal. container, sold individually	Gal.	\$22.50

Vegetation Management Products

Pricing Pages, Attachment A (ATT A)

Roundup Custom Aquatic Terrestrial Herbicide A non-selective systemic aquatic herbicide effectively control weed, brush and vines by land or water. Active Ingredient: 53.8% Glyphosate, N-(phosphonomethyl) glycine. Contains 648 grams per liter or 5.4 pounds per US gallon of active ingredient in the form of isopropylamine salt. Equivalent to 480 grams per liter or 4 pounds per US gallon of the acid glyphosate.				Product Name: Roundup Custom ATU_ EPA REG# 524-343 WVDA#/Brand ID: _____
55	Case of 2 X 2.5 Gal. containers	Gal.	\$30.25	
56	30 Gal. container, sold individually	Gal.	\$30.25	
57	265 Gal. container, sold individually	Gal.	\$29.50	
Product Trade Name: Telar® XP or equal Foliar control and lasting residual to dramatically reduce noxious perennials and troublesome annual weeds. Group 3. Active Ingredient: Chlorsulfuron 75.0%, by weight.				Product Name: Telar XP _____ EPA REG# 432-1561 WVDA#/Brand ID 9386
58	Case of 8 X 8 Oz. containers	Oz.	\$18.25	
59	Case of 8 X 16 Oz. containers	Oz.	No bid	
Product Trade Name: Vanquish® or equal A liquid post-emergent herbicide for the management of more than 200 broadleaf weeds, brush, and vines. Active Ingredient: Dicamba - 56.8%. By isomer specific method, equivalent to: *3, 6-dichloro-o-anisic acid 38.5%, 4 Lbs./Gal.				Product Name: _____ EPA REG# _____ WVDA#/Brand ID: _____
60	Case of 2 X 2.5 Gal. containers	Gal.	No Bid	
61	Pallet of 9 X 15 Gal. containers	Gal.	No Bid	
Product Trade Name: Vastlan™ or equal For the control of woody plant species and annual and perennial broadleaf weeds. Group 4. Active Ingredients: Triclopyr 54.72%. Acid equivalent: triclopyr - 39.02% - 4 Lb./Gal.				Product Name: Vastlan _____ EPA REG# 62719-687 WVDA#/Brand ID: 10140
62	Case of 12 X 1 Qt. containers	Qt.	No Bid	
63	Case of 2 X 2.5 Gal. containers	Gal.	\$102.00	
64	Pallet of 72 X 2.5 Gal. containers	Gal.	\$102.00	
65	Pallet of 9 x 15 Gal. containers	Gal.	\$102.00	
66	30 Gal. container, sold individually	Gal.	\$102.00	
Product Trade Name: Velpar L® Liquid Herbicide or equal Soil-active herbicide controls trees, brush, weeds, and grasses by inhibiting photosynthesis. Water Dispersible Liquid. Group 5. Active Ingredient: Hexazinone 25.0%. Contains 2 pounds of active ingredient per gallon.				Product Name: _____ EPA REG# _____ WVDA#/Brand ID: _____
67	Case of 2 X 2.5 Gal. containers	Gal.	No Bid	
68	15 Gal. container, sold individually	Gal.	No Bid	

Continue to Part II

Vegetation Management Products

Pricing Pages, Attachment A (ATT A)

Part II - ADJUVANT PRODUCTS

Contract Item #	Description	Unit of Measure	Cost Per Unit of Measure	Equal To Product Bid (Provide Product Labels for Equal to Items Bid)
69	Product Trade Name: Aquachem 90 or equal Non-Ionic Surfactant Case of 2 X 2.5 Gal. containers	Gal.	\$13.25	Product Name: <u> Aquachem 90 </u>
70	Product Trade Name: Basal Oil or Bark Oil, or equal Diluent with Emulsifiers Supplied in _____ containers in lots of _____.	Gal.	\$12.00	Product Name: <u> Arborchem Basal Oil </u>
71	Product Trade Name: Bullseye® or equal Water Soluble Blue Liquid Spray Pattern Indicator Case of 2 X 2.5 Gal. containers	Gal.	No Bid	Product Name: _____
72	Product Trade Name: 41 A© Drift Retardant or equal Granular/Flake Drift Control Agent Case of 12 X 32 Oz. containers	Oz.	\$0.55	Product Name: <u> 41A </u>
73	Product Trade Name: Liberate® or equal Non-Ionic, Low Foam Penetrating Surfactant with Lecithin, Drift Control Agent Case of 2 X 2.5 Gal. containers	Gal.	No Bid	Product Name: _____
74	Product Trade Name: MSO® Concentrate or equal Concentrate Spray Adjuvant with Lecitech®, Methylated Seed Oil Case of 2 X 2.5 Gal. containers	Gal.	\$15.00	Product Name: <u> EPMSO </u>
75	Product Trade Name: Nu-Film®-IR or equal Non-Ionic Sticker Spreader Case of 2 X 2.5 Gal. containers	Gal.	No Bid	Product Name: _____
76	Product Trade Name: Reign® LC or equal Liquid Drift Control Agent Case of 12 X 1 Qt. Containers	Qt.	No Bid	Product Name: _____
77	Product Trade Name: Spreader 90 or equal Aquatic Surfactant Case of 2 X 2.5 Gal. containers	Gal.	No Bid	Product Name: _____
78	Product Trade Name: Thinvert® RTU or equal Ready-to-Use Formula Containing Paraffinic Oil Emulsifiers Case of 2 X 2.5 Gal. containers	Gal.	\$12.75	Product Name: <u> Thinvert RTU </u>
79	15 Gal. Container, sold individually	Gal.	\$12.75	
80	Product Trade Name: Unfoamer® or equal Miscible-Dispersible Liquid Defoamer (10% Active Ingredient) Case of 12 X 1 Qt. Containers	Qt.	\$16.75	Product Name: <u> Arborchem Defoamer </u>

Continue to Part III

Vegetation Management Products

Pricing Pages, Attachment A (ATT A)

Part III - MISCELLANEOUS PRODUCTS

Contract Item #	Description	Unit of Measure	Cost Per Unit of Measure	Equal Product Bid
	Product Trade Name: Birchmeier or equal			
81	5-gallon Backpack Sprayer	Ea.	295	Product Name: _____ Birchmeier _____
82	Gasket Set for Sprayer Pump	Set	NO Bid	
83	Valve and Wand Repair Kit	Kit	NO Bid	
	Product Trade Name: Birchmeier BCS or equal			
84	Closed System Backpack Sprayer	Ea.	NO Bid	Product Name: _____
85	Gasket Set for Sprayer Pump	Set	NO Bid	
86	Valve and Wand Repair Kit	Kit	NO Bid	
	Product Trade Name: Easy Rinse or equal			
87	Pressure Rinser	Ea.	NO Bid	Product Name: _____
88	32 oz. Eye Wash Bottle	Ea.	NO Bid	Product Name: _____
	Product Trade Name: Launch® or equal			
	Biostimulant; Plant nutrient supplement for the establishment and maintenance of turf and ornamentals.		NO Bid	Product Name: _____
89	Case of 2 X 2.5 Gal. containers	Gal.	NO Bid	
	Product Trade Name: Tolco® or equal			
90	2-Quart Handheld Pressure Sprayer	Ea.	NO Bid	Product Name: _____

REQUEST FOR QUOTATION
Vegetation Management 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 for Vegetation Management Products, to include herbicides, adjuvants, and miscellaneous related products for vegetation management statewide.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **“Contract Item” or “Contract Item(s)”** – Contract Items are identified in Section 3 of this Solicitation.

 - 2.3 **“Contractor” or “Vendor”** - interchangeably 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 latest Standard Specs edition, as amended, including any Supplementals and refers to 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.

 - 2.4 **“DEP”** - means the WV Department of Environmental Protection and should reference the Federal, State and Local levels of government. Please reference and www.dep.wv.gov.

 - 2.5 **“Emergency Orders”**- means orders which are required to be expedited without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.

 - 2.6 **“EPA”** – United States Environmental Protection Agency. Please reference www.epa.gov.

 - 2.7 **“FOB” or “Free on Board”** – indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

REQUEST FOR QUOTATION
Vegetation Management Products

- 2.8 **“Pricing Pages”** - means the pages, contained in wvOASIS, or attached hereto as **Attachment A (ATT A) “Pricing Pages”**, upon which Vendor should list its proposed price for the Contract Services and will be used to evaluate the solicitation responses.
- 2.9 **“Solicitation”** – means the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.10 **“Standard Specs”** – used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.11 **“WVDA”** - West Virginia Department of Agriculture. Please reference www.wvagriculture.org or call 304-558-2209 for additional information.
- 2.12 **“WVDOH”** or **“Agency”**–means the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/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.

- 3.2.1 **Herbicide Products, Contract Items 1 through 68:** Vendor may bid the Product Trade Name, as requested on Attachment A (ATT A), Pricing Pages, Part I – HERBICIDE PRODUCTS, or the Vendor may bid an “Equal to” item. Reference Section 3.2.4.

Herbicide product containers, once emptied, shall be disposed of in the manner specified on the product’s label. Refillable containers 15 gallons

REQUEST FOR QUOTATION
Vegetation Management Products

in size or larger shall be returned to the vendor at the vendors expense for reuse, unless reuse is contraindicated by the product label or the EPA Pesticide Container Regulations at www.epa.gov/pesticide-worker-safety/pesticide-containers.

- 3.2.2 Adjuvant Products, Contract Items 69 through 80:** Vendor may bid the Product Trade Name, where applicable, as is requested on Attachment A (ATT A), Pricing Pages, Part II – ADJUVANT PRODUCTS, or the Vendor may bid an “equal to” item. Reference Section 3.2.4.
- 3.2.3 Miscellaneous Products, Contract Items 81 through 90:** Vendor may bid the Product Trade Name, where applicable, as is requested on Attachment A (ATT A), Pricing Pages, Part III – MISCELLANEOUS PRODUCTS, or the Vendor may bid an “equal to” item.
- 3.2.4 “Equal To” Items:** Vendor may bid any or all of the products listed on the Pricing Pages. Vendors may bid the Product Trade Name requested or bid an “equal to” item. If no “equal to” product is listed, it will be assumed by the WVDOH that the bid is for the Product Trade Name listed on ATT A. Vendor shall provide the product label for every herbicide and adjuvant being proposed as an “equal to” product with their bid submission. **Failure to provide the product label/product specifications for a proposed equal product will result in the disqualification of the Contract Items bid.**

It is the expectation that all ‘equal to’ products will be similar in scope, application, concentration, handling, safety, and quality to the Product Trade Name listed in the Item Description of the **Herbicide Information Form, Attachment B (ATT B)**, but not necessarily chemically identical to the Product Trade Name. The WVDOH will make the final determination of equivalency. Additional documentation may be requested by the West Virginia Purchasing Division during the evaluation and equivalency process. If additional documentation is requested, the vendor must provide requested information within 5 business days of the request or their proposed “equal to” Contract Item will be disqualified.

- 3.2.4.1 Registration Information:** For each “equal to” herbicide product bid, the Vendor shall provide the Product Trade Name, EPA Registration Number, and the WVDA Registration Number (aka Brand ID). The WVDOH will not assume the Product Name, EPA Registration Number, or the WVDA Registration Number for any “equal to” item bid. **Failure to provide the “equal to” Product Trade Name, EPA Registration Number and WVDA Registration Number for every herbicide bid will result in the**

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disqualification of the corresponding Contract Items bid.
“Equal to” Adjuvant Products require the Product Trade Name.

To locate the WVDA Registration Number (known as the Brand ID on the WVDA website), Vendors may contact WVDA Pesticide Product Registration by calling 304-558-2209 and/or they may look up this information on the WVDA Pesticide Registration, within Product Registration, website at <https://wvplants.wvda.us/Index.aspx>.

3.2.5 WVDA Category 12 Certification: The Vendor must have a valid Category 12 Pesticide Storage and Distribution certification in West Virginia. **Failure to provide a copy of their Category 12 certification prior to award will result in the disqualification of the vendor’s entire bid.**

3.2.6 Certified Representative Requirements: Vendor must have a representative, available for training and technical support who holds a valid WVDA Category 7 Right-of-Way/Industrial Weed Control certification or a WVDA Category 11 Demonstration and Research certification. The Vendor’s Certified Representative shall provide technical support or additional training upon the Agency’s request at no additional expense.

Failure to provide proof of Vendor’s Certified Representative’s Category 7 or 11 certification prior to award will result in the disqualification of the vendor’s entire bid.

Vendors may visit the WV Department of Agriculture’s website at <http://wvplants.wvda.us/index.aspx> or call 304-558-2209 for additional information.

3.2.7 Emergency Orders: Emergency orders by WVDOH District Engineer, or their designee is work that shall be initiated within forty-eight (48) hours from when the order is received by the vendor. The determination of emergency work will be in accordance with Section 2.5 of this Solicitation and prominently noted on ADO. Designated emergency orders will be paid at 1.50 times the vendors bid price.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a multiple vendor award contract. Qualifying Vendors shall be awarded a contract for those Contract Items bid which meet all

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mandatory requirements of this Contract, for which they are the lowest bidding vendor. WVDOH will determine the amount of the product needed and will place an order with the vendor holding the lowest bid for the distribution size needed.

4.2 Pricing Pages, Attachment A (ATT A): Vendor should complete the Pricing Pages by providing the bid price for the Product Trade Name listed or providing the required information for a proposed “equal to” product as described in sections of 3.2.4. Instructions are provided on the Pricing Pages (ATT A) for Part I, II, and III. The EPA registration number and WVDA registration number (Brand ID) are required to be provided on the pricing pages for all “equal to” herbicides bid. Bids shall be calculated per the unit of measure indicated for the Contract Item, when distributed in the case/pallet/container size requested within the Description column. Delivery and expenses related to the return of refillable containers should be factored into vendors bid price. Vendor shall complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

4.2.1 The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

4.2.2 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

4.2.3 Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of the Vendor’s bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

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- 4.3 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.
- 4.4 Cooperative Contracting:** The purchase prices on all Contract Items on this contract, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 Agency Delivery Order (“ADO”):** District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project’s requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to “Final”, prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

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Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

- 5.3 Payment:** Upon completion of the work indicated on the ADO, 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, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 Delivery Time:** Vendor shall deliver standard orders within twenty (20) working days after orders are received. Vendor shall deliver emergency orders within an agreed upon alternative timeframe by the WVDOH and Vendor after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to ship goods nor is the WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.**
- 6.3 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 another awarded vendor or proceed with an Emergency Purchase from the open market.

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The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled delivery date noted on the Agency's order**. Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Division.

6.3.1 Force Majeure: Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing 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.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or WV-39 Blanket Release Order. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

6.5 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. 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 arrange 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.

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- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. 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 release 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.

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- 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 the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. 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: Todd Hagenbuch
Telephone Number: 570-401-7098
Fax Number: 717-918-5513
Email Address: thagenbuch@arborchem.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Department of Agriculture Category 12 Certification
(Pesticide Storage and Distribution Certification)

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

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

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Todd Hagenbuch Manager
(Address) 941 Nixon Drive Mechanicsburg, PA 17055
(Phone Number) / (Fax Number) 570-401-7098/ 717-918-5513
(email address) thagenbuch@arborchem.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WVOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Asplundh Tree Expert LLC DBA Arborchem Products
(Company) Todd Hagenbuch
(Signature of Authorized Representative) Todd Hagenbuch Manager
(Printed Name and Title of Authorized Representative) (Date) 570-401-7098/ 717-918-5513
(Phone Number) (Fax Number) thagenbuch@arborchem.com
(Email Address)



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

State of West Virginia
 Centralized Request for Quote
 Chemicals

Proc Folder: 1287498
Doc Description: Vegetation Management Products - Statewide
Proc Type: Central Master Agreement

Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-18	2023-10-04 13:30	CRFQ 0803 DOT2400000018	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000120162
Vendor Name : Asplundh Tree Expert LLC DBA Arborchem Products
Address : 941 Nixon Drive
Street :
City : Mechanicsburg
State : PA **Country :** USA **Zip :** 17055
Principal Contact : Todd Hagenbuch
Vendor Contact Phone: 570-401-7098 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Todd Hagenbuch* **FEIN#** 23-1277550 **DATE** 9-19-23

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Vegetation Management Products, to include herbicides, adjuvants, and miscellaneous related products for vegetation management statewide. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO | **SHIP TO**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vegetation Management Products, Herbicides and Misc Products	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10171700			

Extended Description:
SEE ATTACHED PRICING PAGES-ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-09-26

	Document Phase	Document Description	Page
DOT2400000018	Final	Vegetation Management Products - Statewide	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

11,12

C07810

Expires: 12/31/2023
 Commercial Pesticide Applicator
Koby Cutchall
 Arborchem Products
 941 Nixon Drive
 Mechanicsburg PA 17055

C07810

Koby Cutchall

Continuing Education Credit Information	Credits Acquired	Credits Required	Credits Needed	
11-Demonstration & Research	13	20	7	Due 12/31/2025
12-Pesticide Storage & Distribution	13	20	7	Due 12/31/2025

NOT
 TRANSFERABLE

AUTHORIZED REPRESENTATIVE

**STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE**

DEALER OF RESTRICTED USE PESTICIDES

Issued to:
**Arborchem Products
941 Nixon Drive
Mechanicsburg PA 17055**

Qualifying Individual: **Koby Cutchall**

Categories of Operation: **DEALER OF RESTRICTED USE PESTICIDES**

License No: **D1156**
Plants ID: **ØØ1D6Z**
Date Issued: **11/1/2022**
Expiration Date: **12/31/2023**

Commissioner of Agriculture

SIGNATURE

NOT TRANSFERABLE



Has met the requirements of the State Code of West Virginia, Chapter 19, Article 16A, Section 7, to engage in the business of applying pesticides.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

7/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place, Suite 1000 Philadelphia, PA 19103	Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069	CONTACT NAME:	
		PHONE (A/C, No, Ext): 215-255-2000	FAX (A/C, No):
E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	
INSURED Asplundh Tree Expert LLC 708 Blair Mill Road Willow Grove, PA 19090		INSURER A: Greenwich Insurance Company	NAIC # 22322
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 134863

REVISION NUMBER: 2145125855

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGD300136206	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of West Virginia is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

State of WV
 1900 Kanawha Blvd. E., Bldg. 5
 Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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Nufarm

GROUP 2 HERBICIDE

Polaris® Herbicide

For control of undesirable vegetation growing within certain aquatic sites, forestry sites, pasture/rangeland, nonagricultural lands, establishment and maintenance of wildlife openings, release of unimproved Bermudagrass and Bahiagrass, bareground weed control, for use under certain paved areas, industrial noncropland areas including railroad, utility, pipeline and highway rights-of-way, utility plant sites, petroleum tank farms, pumping installations, fence rows, storage areas, non-irrigation ditchbanks including grazed or hayed areas within these sites, roads and transmission lines.

ACTIVE INGREDIENT:

Isopropylamine salt of Imazapyr: (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)* 27.7%

OTHER INGREDIENTS: 72.3%

TOTAL: 100.0%

* Equivalent to 22.62% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.

Have the product container label with you when calling a poison control center or doctor or going for treatment.
In the State of New York, Aquatic Uses are Not Allowed.

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 NEXT PAGE BOOKLET FOR ADDITIONAL FIRST AID AND PRECAUTIONARY STATEMENTS

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

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

EPA Reg. No. 228-534

Manufactured for
Nufarm Americas Inc.
11901 S. Austin Avenue
Alsip, IL 60803



Grow a better tomorrow



1 91662 01337 5

Net Contents
2.5 Gal.
(9.46 L)

Nonrefillable Container

14785000

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
CAUTION / PRECAUCIÓN**

No human or domestic animal hazard statements are required. Follow the instructions for Personal Protective Equipment and User Safety Recommendations.

PERSONAL PROTECTIVE EQUIPMENT (PPE):

Mixers, loaders, applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves made of any waterproof material

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

Engineering Controls

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

USER SAFETY RECOMMENDATIONS

Users should

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

PHYSICAL AND CHEMICAL HAZARDS

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

DO NOT mix, store or apply this product or spray solutions of this product in unlined steel (except stainless steel) containers or spray tanks.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to plants. Drift and run off may be hazardous to plants in water adjacent to treated areas. DO NOT apply directly to water except as specified on the label. Treatment of aquatic weeds may result in oxygen depletion or loss due to decomposition of dead plants. DO NOT treat more than one half the surface area of the water in a single operation and wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outward in bands to allow aquatic organisms to move into untreated areas. DO NOT contaminate water when disposing of equipment washwater or rinsate. This pesticide is toxic to vascular plants and must be used strictly in accordance with the drift precautions of the label.

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.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

DO NOT enter or allow worker entry into treated areas during the restricted entry interval (REI) of 48 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Shoes plus socks
- Chemical-resistant gloves made of any waterproof material
- Protective eyewear

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

DO NOT enter or allow others to enter treated areas until sprays have dried.

PRODUCT INFORMATION

This product is an aqueous solution to be mixed with water and a surfactant and applied as a spray solution to control undesirable vegetation growing within certain aquatic sites, forestry sites, pasture/rangeland, and nonagricultural lands. Aquatic sites consist of standing and flowing water, estuarine/marine, wetland, and riparian areas. Nonagricultural lands include private, public and military land as follows: uncultivated nonagricultural areas (including airports, highway, railroad and utility rights of way and sewage disposal areas), uncultivated agricultural areas – noncrop producing (including farmyards, fuel storage areas, fence rows, nonirrigation ditch banks and barrier strips), industrial sites – outdoor (including lumber yards, pipeline and tank farms) and natural areas (including wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads, and trails). This product may also be used for the release of unimproved Bermudagrass and Bahiagrass, for bareground weed control, and for use under certain paved surfaces.

Herbicidal Activity: This product will control most annual and perennial grasses and broadleaf weeds in addition to many brush and vine species with some residual control of undesirable species that germinate above the waterline. This product is readily absorbed through emergent leaves and stems and is translocated rapidly throughout the plant, with accumulation in the meristematic regions. For maximum activity, weeds should be growing robustly at the time of application, and the spray solution should include a surfactant (see **ADJUVANTS** section for specific use directions). Treated plants stop growing soon after spray application. Chlorosis appears first in the newest leaves, and necrosis spreads from this point. In perennials, the herbicide is translocated into, and kills, underground or submerged storage organs, which prevents regrowth. Chlorosis and tissue necrosis may not be apparent in some plant species until two or more weeks after application. Complete kill of plants may not occur for several weeks. Applications of this product are rainfall one hour after treatment.

RESTRICTIONS and LIMITATIONS

DO NOT use on food or feed crops.

DO NOT apply this product to water within 0.5 miles upstream of an active potable water intake in flowing water (i.e. river, stream, etc.) or within 0.5 miles of an active potable water intake in a standing body of water, such as a lake, pond or reservoir.

DO NOT apply to water used for irrigation except as described in USE PRECAUTIONS AND RESTRICTIONS section of this label.

Keep from contact with fertilizers, insecticides, fungicides and seeds.

DO NOT drain or flush equipment on or near desirable trees or other plants, or on areas where their roots may extend, or in locations where the treated soil may be washed or moved into contact with their roots.

DO NOT use on lawns, walks, driveways, tennis courts or similar areas.

DO NOT side trim desirable vegetation with this product unless severe injury and plant death can be tolerated. Prevent drift of spray to desirable plants.

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

Nonagricultural Lands and Forestry Sites

- DO NOT apply more than 1.5 pounds acid equivalent Imazapyr (equivalent to 6 pints) per acre per year.

Pasture/Rangeland Sites

- DO NOT apply more than 0.75 pound acid equivalent Imazapyr (equivalent to 3 pints) per acre per year.
- DO NOT treat more than 1 /10 of the available area to be grazed or cut for hay.
- For spot treatment only.

Aquatic Sites

- DO NOT apply more than 1.5 pounds acid equivalent Imazapyr (equivalent to 6 pints) per acre per year.
- **No Application to Aquatic Sites in New York State.**

Aerial application - Aerial application to aquatic sites is restricted to helicopter only.

Irrigation water - Application to water used for irrigation that results in residues greater than 1.0 part per billion (ppb) MUST NOT be used for irrigation purposes for 120 days after application or until residue levels of this product are determined by laboratory analysis or other appropriate means of analysis to be 1.0 ppb or less. When applications are made within 500 feet of an active irrigation intake, DO NOT irrigate for at least 24 hours following application to allow for dissipation.

Quiescent or Slow-moving Waters - In lakes and reservoirs, DO NOT apply this product within 1 mile of an active irrigation water intake during the irrigation season. Applications less than 1 mile from an active irrigation water intake may be made during the off-season, provided that the irrigation intake will remain inactive for a minimum of 120 days after application or until residue levels of this product are determined by laboratory analysis or other appropriate means of analysis to be 1.0 ppb or less.

Restrictions for potable water intakes - DO NOT apply this product directly to water within 0.5 miles upstream of an active potable water intake in flowing water (i.e. river, stream, etc.) or within 0.5 miles of an active potable water intake in a standing body of water such as a lake, pond or reservoir. To make aquatic applications around and within 0.5 miles of active potable water intakes, the water intake must be turned off during application and for a minimum of 48 hours after the application. These aquatic applications may be made only in the cases where there are alternative water sources or holding ponds that would permit the turning off of an active potable water intake for a minimum period of 48 hours after the applications.

NOTE: Existing potable water intakes that are no longer in use, such as those replaced by connections to wells or a municipal water system, are not considered to be active potable water intakes. This restriction does not apply to intermittent, inadvertent overspray of water in terrestrial use sites.

Permitting - Consult local state fish and game agency and water control authorities before applying this product to public water. Permits may be required to treat such water.

Public waters - Application of this product to water can only be made by federal or state agencies, such as Water Management District personnel, municipal officials, and the U.S. Army Corps of Engineers, or those applicators who are licensed or certified as aquatic pest control applicators and are authorized by the state or local government. Treatment to other than non-native invasive species is limited to only those plants that have been determined to be a nuisance by a federal or state government entity.

Private waters - Applications may be made to private waters that are still, such as ponds, lakes and drainage ditches where there is minimal or no outflow to public waters.

Recreational use of water in treatment area - There are no restrictions on the use of water in the treatment area for recreational purposes, including swimming and fishing.

Livestock use of water in/from treatment area - There are no restrictions on livestock consumption of water from the treatment area.

Precautions for Avoiding Injury to Nontarget Plants

Untreated desirable plants can be affected by root uptake of this product from treated soil. Injury or loss of desirable plants may result if this product is applied on or near desirable plants, on areas where their roots extend, or in locations where the treated soil may be washed or moved into contact with their roots. When making applications along shorelines where desirable plants may be present, caution should be exercised to avoid spray contact with their foliage or spray application to the soil in which they are rooted. Shoreline plants that have roots that extend into the water in an area where this product has been applied generally will not be adversely affected by uptake of the herbicide from the water.

If treated vegetation is to be removed from the application site, DO NOT use the vegetative matter as mulch or compost on or around desirable species.

MANAGING OFF-TARGET MOVEMENT

Aerial Application

- Applicators are required to use coarse or coarser droplet size (ASABE S572) or if specifically using a spinning atomizer, nozzle applicators are required to use a volume mean diameter (VMD) of 385 microns or greater for release heights below 10 feet. Applicators are required to use a very coarse or coarser droplet size or if specifically using a spinning atomizer nozzle, applicators are required to use a VMD of 475 microns or greater for release heights above 10 feet. Applicators must consider the effects of nozzle orientation and flight speed when determining droplet size.
- Applicators are required to use upwind swath displacement.
- The boom length must not exceed 60% of the wingspan or 90% of the rotor blade diameter to reduce spray drift.
- Applications with wind speeds less than 3 mph and with wind speeds greater than 10 mph are prohibited. These requirements do not apply to forestry applications, public health uses or to applications using dry formulations.
- Applications into temperature inversions are prohibited.

Ground Boom Application

- Applicators are required to use a nozzle height below 4 feet above the plant canopy or the ground and coarse or Coarser droplet size (ASABE S572) or, if specifically using a spinning atomizer nozzle, applicators are required to use a volume mean diameter (VMD) of 385 microns or greater.
- Applications with wind speeds greater than 10 mph are prohibited.
- Applications into temperature inversions are prohibited.

WIND EROSION

Avoid treating powdery dry or light sandy soils when conditions are favorable for wind erosion. Under these conditions, the soil surface should first be settled by rainfall or irrigation.

ADJUVANTS

Post-emergence applications of this product require the addition of a spray adjuvant for optimum herbicide performance. Only spray adjuvants that are approved or appropriate for aquatic use can be utilized. The addition of a Chemical Producers and Distributors Associations (CPDA) certified adjuvant can increase control. A CPDA certified drift control agent may also be used.

Nonionic Surfactants: Use a nonionic surfactant at the rate 0.25% v/v or higher (see manufacturer's label) of the spray solution (0.25% v/v is equivalent to 1 quart in 100 gallons). For best results, select a nonionic surfactant with a HLB (hydrophilic to lipophilic balance) ratio between 12 and 17 with at least 70% surfactant in the formulated product. Alcohols, fatty acids, oils, ethylene glycol or diethylene glycol should not be considered as surfactants to meet the above requirements.

Methylated Seed Oils or Vegetable Oil Concentrates: Instead of a surfactant, a methylated seed oil or vegetable-based seed oil concentrate may be used at the rate of 1.5 to 2 pints per acre. When using spray volumes greater than 30 gallons per acre, methylated seed oil or vegetable based seed oil concentrates should be mixed at a rate of 1 % of the total spray volume, or alternatively use a nonionic surfactant as described above. Research indicates that these oils may aid in product deposition and uptake by plants under moisture or temperature stress.

Silicone Based Surfactants: See manufacturer's label for specific rate recommendations. Silicone-based surfactants may reduce the surface tension of the spray droplet, allowing greater spreading on the leaf surface as compared to conventional nonionic surfactants. However, some silicone-based surfactants may dry too quickly, limiting herbicide uptake.

Invert emulsions: This product can be applied as an invert emulsion. The spray solution results in an invert (water-in-oil) spray emulsion designed to minimize spray drift and spray run-off, resulting in more herbicide on the target foliage. The spray emulsion may be formed in a single tank (batch mixing) or injected (in-line mixing). Consult the invert chemical label for proper mixing directions. Do not apply more than 3 pints of this product per acre in an invert emulsion.

Fertilizer/Surfactant Blends: Nitrogen based liquid fertilizers such as 28%N, 32%N, 10-34-0 or ammonium sulfate, may be added at the rate of 2 to 3 pints per acre in combination with the recommended rate of nonionic surfactant, methylated seed oil or vegetable/seed oil concentrate. The use of fertilizers in a tank mix without a nonionic surfactant, methylated seed oil or vegetable/seed oil concentrate is not recommended.

Other: An antifoaming agent, spray pattern indicator or drift reducing agent may be applied at the product labeled rate if necessary or desired.

TANK MIXES

It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product label involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

APPLICATION METHODS

This product may be selectively applied by using low volume directed application techniques or may be broadcast applied using ground equipment, watercraft, or aircraft. Aerial applications to aquatic sites must be made by helicopter. In addition, this product may also be applied using cut stump, cut stem, and frill or girdle treatment techniques within nonagricultural lands, pasture/rangeland and aquatic sites. See AERIAL APPLICATION and GROUND APPLICATION sections for additional details.

COMPATIBILITY

Before full-scale mixing of this product with other pesticides, emulsifiers, fertilizers, surfactants or oils, determine the compatibility of the proposed mixture. Use proportionate quantities of each ingredient and mix in a small container. Always mix one product thoroughly with the diluent before adding another product. If no incompatibility is evident after 30 minutes, the mixture is generally compatible for spraying. To evaluate potential short term effects of applying the mixture, test the tank mix combination on a few plants or a small area before larger-scale treatments. Wait at least 2 to 3 days for problems to become apparent.

IMPORTANT: MIXING WITH OTHER SUBSTANCES MAY INCREASE THE RISK OF MIXING INCOMPATIBILITIES, REDUCED EFFECTIVENESS AND/OR CAUSE CROP INJURY OR LOSS. ANY LIABILITY FOR LOSS, INJURY OR DAMAGE RESULTING FROM A MIXTURE NOT SPECIFIED ON THIS LABEL OR IN MANUFACTURER'S SUPPLEMENTAL LABELING DISTRIBUTED FOR THIS PRODUCT IS SPECIFICALLY DISCLAIMED BY MANUFACTURER.

AERIAL APPLICATION

All precautions must be taken to minimize or eliminate spray drift. Both helicopter and fixed wing aircraft can be used to apply this product, but applications to aquatic sites are restricted to helicopter only. DO NOT make applications by helicopter or fixed wing aircraft unless appropriate buffer zones can be maintained to prevent spray drift out of the target area, or when spray drift as a result of helicopter application can be tolerated. Aerial equipment designed to minimize spray drift such as a helicopter equipped with a Microfoil™ boom Thru-Valve™ boom or raindrop nozzles must be used and calibrated. Except when applying with a Microfoil boom, a drifted control agent may be added at the specified label rate. DO NOT side trim with this product unless death of treated tree can be tolerated.

Uniformly apply the specified amount of this product in 2 to 30 gallons of water per acre. A foam reducing agent may be added at the specified label rate.

Immediately after each use of this product thoroughly clean application equipment, including landing gear. Uncoated steel surfaces (except stainless steel surfaces) may result in corrosion and failure after prolonged exposure to the product. The maintenance of an paint (organic coating) may prevent corrosion.

GROUND APPLICATION

Low Volume Foliar:

Use equipment calibrated to deliver 5 to 20 gallons of spray solution per acre. To prepare the spray solution, thoroughly mix in water 0.5 to 5% of this product plus surfactant (see the ADJUVANTS section of this label for specific recommendations). A foam reducing agent may be applied at the label rate, if needed. For control of difficult species (see AQUATIC WEEDS CONTROLLED section and the TERRESTRIAL WEEDS CONTROLLED section for relative susceptibility of weed species), use the higher concentrations of herbicide and/or spray volumes but DO NOT apply more than 3 quarts of this product per acre in aquatic sites and nonagricultural lands and 1-5 quarts per acre in pasture/rangeland. Excessive wetting of foliage is not necessary.

For low volume foliar application, select proper nozzles to avoid over-application. Proper application is critical to ensure desirable results. Best results are achieved when the spray covers the crown and approximately 70% of the plant. The use of an even flat fan tip with a spray angle of 40 degrees or less will aid in proper deposition.

Appropriate tip sizes include 4004E, or 1504E. For a straight stream and cone pattern, adjustable cone nozzles such as 5500 X3 or 5500 X4 may be used. Attaching a rollover valve onto a Spraying Systems Model 30 gunjet or other similar spray guns allows for the use of both a flat fan and cone tips on the same gun.

Moisten, but DO NOT drench target vegetation causing spray solution to run off.

Low Volume Foliar with Backpacks:

For low-growing species, spray down on the crown, covering crown and penetrating approximately 70% of the plant.

For target species 4 to 8 feet tall, swipe the sides of target vegetation by directing spray to at least two sides of the plant in smooth vertical motions from the crown to the bottom. Make sure to cover the crown whenever possible.

For target species over 8 feet tall, lace sides of the target vegetation by directing spray to at least two sides of the target in smooth zigzag motions from crown to bottom.

Low Volume Foliar with Hydraulic Handgun Application Equipment:

Use same technique as described above for Low Volume Foliar with Backpacks.

For broadcast applications, simulate a gentle rain near the top of target vegetation, allowing spray to contact the crown and penetrate the target foliage without falling to the understory. Herbicide spray solution which contacts the understory may result in severe injury or death of plants in the understory.

High Volume Foliar:

For optimum performance when spraying medium to high-density vegetation, use equipment calibrated to deliver up to 100 gallons of spray solution per acre (GPA). Spray solutions exceeding 100 GPA may result in excessive spray run-off, causing increased ground cover injury, and injury to desirable species.

To prepare the spray solution, thoroughly mix this product in water and add a surfactant (see ADJUVANT section for specific recommendations and rates of surfactants). A foam-reducing agent may be added at the label rate, if needed. For control of difficult species (see AQUATIC WEEDS CONTROLLED section and the ADDITIONAL WEEDS CONTROLLED section for relative susceptibility of weed species), use the higher concentrations of herbicide and/or spray volumes, but DO NOT apply more than 3 quarts of this product per acre in aquatic sites and nonagricultural lands, and 1-5 quarts per acre in pasture/rangeland. Uniformly cover the foliage of the vegetation to be controlled but DO NOT apply to run-off. Excessive wetting of foliage is not necessary.

SIDE TRIMMING

DO NOT side trim with this product unless severe injury or death of the treated tree can be tolerated. This product is readily translocated and can result in death of the entire tree.

CUT SURFACE TREATMENTS

This product may be used to control undesirable woody vegetation by applying the product solution to the cambium area of freshly cut stump surfaces or to fresh cuts on the stem of the target woody vegetation. Applications can be made at any time of the year except during periods of heavy sap flow in the spring. DO NOT over apply solution causing run-off from the cut surface.

Injury may occur to desirable woody plants if the shoots extend from the same root system or their root systems are grafted to those of the treated tree.

This product may be mixed as either a concentrate or dilute solution. The dilute solution may be used for application to the cut surface of the stump or to cuts on the stem of target woody vegetation. Concentrated solutions may be used for applications to cuts on the stem. Use of the concentrated solution permits application to fewer cuts on the stem, especially for large diameter trees. Follow the application instructions to determine proper application techniques for each type of solution.

- To prepare a dilute solution, mix 8 to 12 fluid ounces of this product with one gallon of water. If temperatures are such that freezing of the spray mixture may occur, antifreeze (ethylene glycol) may be used according to manufacturer's label to prevent freezing. The use of a surfactant or penetrating agent may improve uptake through partially callused cambiums.
- To prepare a concentrated solution, mix 2 quarts of this product with no more than 1 quart of water.

CUT STUMP TREATMENT

Dilute Solution - Spray or brush the solution onto the cambium area of the freshly cut stump surface. Ensure that the solution thoroughly wets the entire cambium area (the wood next to the bark of the stump).

CUT STEM TREATMENT (injection, hack-and-squirt)

Dilute Solution - Using standard injection equipment, apply 1 milliliter of solution at each injection site around the tree with no more than one-inch intervals between cut edges. Ensure that the injector completely penetrates the bark at each injection site.

Concentrate Solution - Using standard injection equipment, apply 1 milliliter of solution at each injection site. Make at least one injection cut for every 3 inches of Diameter at Breast Height (DBH) on the target tree. For example, a 3-inch DBH tree will receive 1 injection cut and a 6-inch DBH tree will receive 2 injection cuts. On trees requiring more than one injection site place the injection cuts at approximately equal intervals around the tree.

CUT STUBBLE

This product can be applied within 2 weeks after mechanical mowing or cutting of brush. To suppress or control resprouting, uniformly apply a spray solution of this product at the rate of 1.0 to 2.0 pints per acre to the cut area. This product may be tank-mixed with picloram (such as Trooper 22K), or equivalent labeled product for this use, to aid in control or suppression of brush. The addition of 5% (v/v) or more of a penetrating agent can aid in uptake through the bark or exposed roots.

Cut stubble applications are made to the soil and cut brush stumps. This type of application may increase ground cover injury. However, vegetation will recover. Making applications of this product directly to the soil can increase potential root uptake causing injury or death of desirable trees.

Efficacy can be increased and root uptake by desirable vegetation can be decreased if the brush is allowed to regrow and the foliage is treated. See the Brush Control section of this label.

FRILL OR GIRDLE TREATMENT

Using a hatchet, machete, or chain saw, make cuts through the bark and completely around the tree to expose the cambium. The cut should angle downward extending into the cambium enough to expose at least two growth rings. Using a spray applicator or brush, apply a 25% to 100% solution of this product into each cut until thoroughly wet. Avoid applying so much herbicide that runoff to the ground or water occurs.

BASAL APPLICATION

This product is an aqueous formulation that requires mixing with **basal oil containing at least 15% emulsifier or will require the addition of an emulsifier, for application to the basal area** of brush and trees to control undesirable vegetation in the following noncropland areas: access roads, airfields, airports, along forest roads, around commercial or industrial structures or outbuildings, around farm and ranch structures and outbuildings, bare ground, construction sites, ditch banks, dry ditches & canals, fences & fencerows, firebreaks, gravel yards, habitat restoration & management areas, highways & roadsides (including aprons, medians, guardrails & right of ways), industrial plant sites, industrial areas, lumber yards, natural areas, paved areas, petroleum & other tank farms, pumping installations, pipeline, power, telephone & utility rights-of-way, power stations, railroad rights-of-way, refineries, resorts, storage areas, substations, uncropped farmstead areas, uncultivated non-agricultural areas, vacant lots, walkways, wastelands & wildlife habitat areas.

Thinline Basal and Stem Application

- This product may be applied as a thinline basal or arcing application to the stems of susceptible species such as big leaf maple (*Acer macrophyllum*), willow (*Salix* spp.) and Eucalyptus (*Eucalyptus* spp.) with a stem ground line diameter of 3 inches or less. Mix 24 to

48 fluid ounces of this product in one gallon of **basal oil containing at least 15% emulsifier**. Maintain uniform mixtures with frequent agitation. Direct a thin line of the spray solution to the stems beginning a few feet from the ground and descending toward the base of the tree making a zig-zag motion. Do not over apply causing puddling.

Low Volume Basal Bark Treatments

- This product, at the rate of 8 to 12 fluid ounces per gallon may be applied for low volume basal bark treatments. This product at 3.0 to 5.0% is recommended to be tank mixed with Relegate™ or Garlon® 4 or other basal products to broaden the spectrum of control. Consult the herbicide labels for rates and susceptible brush species. Mixing with basal requires compatibility tests prior to mixing large quantities. Mixing aids (such as emulsifiers, etc.) and ongoing agitation are required to attain a homogenous tank mix.
 - Basal application should be made to the lower 12" to 18" of the target brush and go to the soil. Care should be taken not to puddle or over treat the stem. Basal application is best suited for low density brush sites, where stems do not exceed 700 stems per acre.
- For Basal Application – It is advisory to mix only the intended amount of mixture that is to be sprayed that day. Adequate agitation must be maintained with all emulsion mixtures to prevent phase separation. Prior to tank mixing with other products, herbicides and oils, you must determine the compatibility of the proposed mixture. (See **COMPATIBILITY** section).

SPRAY SOLUTION MIXING GUIDE								
AMOUNT OF SPRAY SOLUTION BEING PREPARED			TANK MIXING					
			NUFARM POLARIS ALONE		NUFARM POLARIS WHEN TANK MIXING		RELEGATE or GARLON 4	
			6%	9%	3.0%	5.0%	15%	20%
1 Gallon			8.0 fl. oz.	12.0 fl. oz.	3.8 fl. oz.	6.4 fl. oz.	1.2 pts.	1.6 pts.
3 Gallons			1.5 pts.	2.25 pts.	11.5 fl. oz.	1.2 pts.	1.8 qts.	2.4 qts.
4 Gallons			1.0 qt.	1.5 qts.	15.4 fl. oz.	1.6 pts.	2.4 qts.	3.2 qts.
5 Gallons			1.25 qts.	1.0 qt. + 28.0 fl. oz.	1.2 pts.	1.0 qt.	3.0 qts.	1.0 gal.
50 Gallons			3.0 gals. + 1.0 pt.	4.0 gals. + 2.75 qts.	1.5 gals.	2.5 gals.	7.5 gals.	10.0 gals.
100 Gallons			6.0 gals. + 1.0 qt.	9.0 gals. + 1.5 qts.	3.0 gals.	5.0 gals.	15.0 gals.	20.0 gals.

16 fluid ounces = 1 pint : 2 pints = 1 quart : 4 quarts = 1 gallon

FORESTRY USE

Site Preparation Treatment

This product may be used to control labeled grasses, broadleaf weeds, vines and brambles, and woody brush and trees on forest sites in advance of regeneration for the following conifer crop species:

Common Name	Scientific Name	Rate (fl oz/A)
Loblolly pine	<i>Pinus taeda</i>	48 to 80
Loblolly X pitch hybrid		
Longleaf pine	<i>Pinus palustris</i>	
Shortleaf pine	<i>Pinus echinata</i>	
Virginia pine	<i>Pinus virginiana</i>	
Slash pine	<i>Pinus elliottii</i>	40 to 64
Coastal redwood	<i>Sequoia sempervirens</i>	24 to 48
Douglas fir	<i>Pseudotsuga menziesii</i>	
Incense cedar	<i>Libocedrus decurrens</i>	
Western hemlock	<i>Tsuga heterophylla</i>	
California red fir	<i>Abies magnifica</i>	
California white fir	<i>Abies concolor</i>	24 to 40
Jack pine	<i>Pinus banksiana</i>	24 to 32
Lodgepole pine	<i>Pinus contorta</i>	
Pitch pine	<i>Pinus rigida</i>	
Ponderosa pine	<i>Pinus ponderosa</i>	
Sugar pine	<i>Pinus lambertiana</i>	
White pine	<i>Pinus strobes</i>	
Black spruce	<i>Picea mariana</i>	
Red spruce	<i>Picea rubens</i>	
White spruce	<i>Picea glauca</i>	

Use the specified rate of this product per acre applied as a broadcast foliar spray for long-term control of labeled woody plants and residual control of herbaceous weeds. Within 4 to 6 weeks of treatment, grass and other herbaceous weeds will be controlled and may provide fuel to facilitate a site preparation burn if desired to control conifers or other species tolerant to the herbicide.

Apply the specified rate of this product per acre in 5 to 30 gallons total spray solution for helicopter applications or 5 to 100 gallons total spray solution for mechanical ground spray and backpack applications. Use a minimum of 0.5% by volume nonionic surfactant (NIS). Use the higher label rate of this product and higher spray volumes when controlling particularly dense or multilayered canopies of hardwood stands or difficult to control species.

In certain cases, tank mixes may be necessary for chemical control of conifers and other species tolerant to this product. Observe all precautions and restrictions on the product labels. Always follow the most restrictive label. Combinations with other products labeled for forest site preparation may kill certain plants such as legumes and blackberry which are desirable for wildlife habitat.

Where quick initial brownout (deadening of foliage) is desired for burning, apply a tank mixture of 32 to 64 fl. oz. of this product with 16 to 64 fl. oz. glyphosate or 16 to 48 fl. oz. triclopyr ester per acre. For control of seedling pines, apply 32 to 64 fl. oz. of this product with 3 to 4 quarts glyphosate. For site preparation, rates less than 48 fl. oz. of this product will provide suppression of hard wood brush and trees, some resprouting may occur.

DO NOT plant seedlings of black spruce (*Picea mariana*) or white spruce (*Picea glauca*) on sites broadcast treated with this product or into the treated zone of spot or banded applications for 3 months following application or injury may occur.

HERBACEOUS WEED CONTROL

Use this product for selective weeding in the following conifer crop species:

Common Name	Scientific Name	Rate (fl oz/A)
Loblolly pine	<i>Pinus taeda</i>	12 to 20
Loblolly X pitch hybrid		
Virginia pine	<i>Pinus virginiana</i>	
Longleaf pine ¹	<i>Pinus palustris</i>	8 to 12
Slash pine ¹	<i>Pinus elliotii</i>	
Douglas fir ¹	<i>Pseudotsuga menziesii</i>	

¹Use of surfactant is not recommended

This product may be applied as a broadcast treatment, banded over tree rows, or as a directed spray for release of young conifers from herbaceous weeds. To prevent possibility of conifer injury, DO NOT apply this product when conifers are under stress from drought disease, animal or winter injury, planting shock, or other stresses reducing conifer vigor. Broadcast applications may be made by helicopter, ground, or backpack sprayer. For difficult to control weeds, use the higher labeled rates. Where herbaceous weeds have overtopped conifer seedlings, a nonionic surfactant may be added to improve weed control (except for slash pine, long leaf pine, and Douglas fir) at a rate not to exceed 0.5% of spray solution volume. Some minor conifer growth inhibition may be observed when herbaceous weed control treatments are made during periods of active conifer growth.

This product may also be applied using backpack or handheld sprayers to control herbaceous weeds around individual conifer seedlings. Mix 0.8 to 1.2 fl. oz. of this product + 0.2 oz. nonionic surfactant per gallon of water. Direct the spray to the weeds and minimize the amount applied to conifer foliage for best conifer tolerance. Ensure that maximum labeled rates per acre for previously listed crop species are not exceeded.

This product may be tank mixed with Spyder® and/or Spyder Extra to broaden the spectrum of weeds controlled. For loblolly pine, apply 8 to 12 fl. oz. of this product + 1 to 2 fl. oz. Spyder and/or Spyder Extra per acre. The application of this product plus Spyder and/or Spyder Extra on other conifer species may cause growth suppression.

CONIFER RELEASE TREATMENT

This product may be applied as a broadcast or directed spray application for suppression of labeled brush, tree, and herbaceous weed species. Directed spray applications may be made with low volume applications in conifer stands of all ages by targeting unwanted vegetation and avoiding direct application to the conifer. Ensure that maximum labeled rates per acre listed for the following crop species are not exceeded.

Broadcast Applications for Release of the Following Conifers from Hardwood Competition

Common Name	Scientific Name	Rate (fl oz/A)
Loblolly pine ³	<i>Pinus taeda</i>	24 to 40
Loblolly X pitch hybrid ³		
Virginia pine ³	<i>Pinus virginiana</i>	
Longleaf pine	<i>Pinus palustris</i>	24 to 32
Pitch pine	<i>Pinus rigida</i>	
Shortleaf pine	<i>Pinus echinata</i>	
Slash pine	<i>Pinus elliotii</i>	
White pine ¹	<i>Pinus strobes</i>	16 to 32
California red fir	<i>Abies magnifica</i>	16 to 24
California white fir	<i>Abies concolor</i>	
Lodgepole pine ²	<i>Pinus contorta</i>	
Douglas fir ²	<i>Pseudotsuga menziesii</i>	
Jack pine ²	<i>Pinus banksiana</i>	12 to 24
Black spruce ²	<i>Picea mariana</i>	
Red spruce ²	<i>Picea rubens</i>	
White spruce ²	<i>Picea glauca</i>	

¹DO NOT make applications to white pine stands younger than three years old. To minimize potential white pine injury, release treatments should not be made prior to July 15.

²Applications should be made after formation of final conifer resting buds in the fall or height growth inhibitor may occur

³**Mid rotation release:** For broadcast applications below the pine canopy in established stands of loblolly pine, loblolly X pitch hybrid, and Virginia pine, use 32 to 64 fl. oz. of this product per acre. For mid rotation release of other species, use rates listed in the chart above.

For slash pine and longleaf pine, broadcast release treatments over the top of pines for the purpose of woody plant control must be made after August 15 and only in stands 2 through 5 years old. For applications over the top of slash pine and longleaf pine, DO NOT add surfactant and use lower labeled rates on sandy soils.

FOR THE AERIAL RELEASE TO SLASH PINE (*PINUS ELLIORTII*) STANDS OVER THE AGE OF 5 YEARS

This product may be applied as an aerial application for release of slash pine stands over the age of 5 years. In addition to reading and following all directions in this product, the following precautions and restrictions are required:

- Make applications in the fall after slash pine height growth has stopped and buds have set.
- Do not apply before September 15 even if height growth has stopped and buds have set.
- A maximum of 12 to 14 fl. oz./A of this product may be applied. Use the 12 fl. oz./A rate on sandier sites.

Apply the label rate of this product per acre when making broadcast applications with helicopter or ground spray equipment. Refer to mixing and application instructions for proper spray volumes. A nonionic surfactant may be added at no more than 0.25% by volume. Use the higher label rates of this product when controlling particularly dense stands or difficult to control species.

Some minor conifer growth inhibition may be observed when release treatments are made during periods of active conifer growth. To minimize potential conifer height growth inhibition, DO NOT make broadcast applications to conifer stands except loblolly pine before the end of the second growing season. To minimize potential conifer height growth inhibition, broadcast release treatments may be made late in the growing season. To prevent possibility of conifer injury, DO NOT apply this product when conifers are under stress from drought, disease, animal or winter injury, or other stresses reducing conifer vigor.

This product may be used to release loblolly pine seedlings during the first growing season following planting or for one year old natural loblolly pine regeneration. For one year old loblolly pine release, apply 24 to 40 fl. oz. per acre of this product after July 15. Rates below 32 fl. oz. per acre are intended for hardwood growth suppression expect hardwood resprouting.

SPOT TREATMENT OF UNDESIRABLE HARDWOOD VEGETATION

This product may be used as a directed foliar or cut stem application to control undesirable brush and hardwoods in the management of stands of all ages for the conifer species listed in the broadcast application section above. Refer to the mixing and application instructions in the foliar or cut stem sections for proper use rates, equipment, and application techniques. DO NOT exceed maximum labeled rates per acre listed for crop species. Cut stem applications may be used for spot treatment of undesirable hardwoods in Ponderosa pine stands using 24 fl. oz. or less of this product per acre.

Avoid direct application to desired plant species or injury may occur. Injury may occur to nontarget or desirable hardwoods or conifers if they extend from the same root system or their root systems are grafted to those of the treated tree or their roots extend into the treated zone.

LATE ROTATION VEGETATION CONTROL IN WESTERN CONIFER

In California, the Pacific Northwest, and Inland Northwest, broadcast aerial applications of this product up to 48 fl. oz. per acre are permissible in conifer stands that are targeted for harvesting the year following treatment. Use minimum spray volume of 15 gallons per acre. Significant conifer injury or mortality must be expected. DO NOT use this treatment if conifer injury or mortality cannot be tolerated.

BAG AND SPRAY APPLICATION FOR CONIFER RELEASE

In Douglas fir and Ponderosa pine stands, broadcast applications of this product up to 32 fl. oz. per acre are permissible when the trees are covered by bags prior to the application. The bags must prevent the spray mix from contacting the conifer foliage. On sites with coarse textured soils (e.g., decomposed granite, pumice, sandy or rocky sites) or low levels of soil organic matter (generally 5% or less) significant conifer growth inhibition and mortality is possible. DO NOT use this treatment on these types of sites if conifer growth inhibition and mortality cannot be tolerated.

NONAGRICULTURAL LAND USE

This product may be used for woody and herbaceous weed control in nonagricultural lands including private, public, and military lands. Applications are not applicable to treatment of commercial timber or other plants grown for sale or other commercial use or for commercial seed production or for research purposes.

BRUSH CONTROL

Use the specified rate of this product with the preferred application technique for control of undesirable brush.

Tank Mixes and Application Rates for Low-Volume Foliar Brush Control*

Target Vegetation	Arsenal Rate (% by volume)	Tank Mix
Mixed hardwoods without elm, locust, or pine	1.0 to 1.5	Surfactant
Mixed hardwoods containing elm, locust, and pine	0.5 to 1.0	AquaNeat® at 2% to 3% or Razor® at 2 2/3 to 4% by volume plus surfactant
Mixed hardwoods with locust and pine but no elm		Krenite® at 2% to 5% by volume plus surfactant
Mixed hardwoods with locust and elm but no pine		Patriot® at 2 oz/A or 2-3 grams/gal plus surfactant

*Tank mixes with 2,4-D or products containing 2,4-D could result in reduced product efficacy.

Backpack and Handheld Spray Mixing Guide

% Solution	Product Per Gallon of Mix (oz)	Product Per 4 Gallon Backpack (oz)
0.25	0.3	1.3
0.5	0.6	2.6
1.0	1.3	5.1
2.0	2.6	10.2
3.0	3.8	15.4
5.0	6.4	25.6

Measuring Chart

128 fluid ounces	=	1 gallon
16 fluid ounces	=	1 pint
8 pints	=	1 gallon
4 quarts	=	1 gallon
2 pints	=	1 quart

FOR SELECTIVE CONTROL OF UNDESIRABLE WEEDS IN UNIMPROVED BERMUDAGRASS AND BAHIAGRASS

This product may be used on unimproved industrial noncropland Bermudagrass and bahiagrass turf, such as roadsides, utility rights-of-way and other nonagricultural lands. The application of this product on established common and coastal Bermudagrass and bahiagrass provides control of labeled broadleaf and grass weeds. Competition from these weeds is eliminated, releasing the Bermudagrass and bahiagrass. Treatment of Bermudagrass with this product results in a compacted growth habit and seedhead inhibition.

Uniformly apply with properly calibrated ground equipment using at least 10 gallons of water per acre. Temporary yellowing of grass may occur when treatment is made after growth begins. DO NOT add surfactant in excess of the specified rate (1 fl. oz. per 25 gallons of spray solution). DO NOT apply to grass during its first growing season. DO NOT apply to grass that is under stress from drought, disease, insects, or other causes.

DOSSAGE RATES AND TIMING:

Bermudagrass - Apply this product at 6 to 12 fl. oz. per acre when the Bermudagrass is dormant. Apply this product at 6 to 8 fl. oz. per acre after the bermudagrass has reached full green-up. Applications made during green-up will delay green-up. Include a surfactant in the spray solution.

For additional pre-emergence control of annual grasses and small seeded broadleaf weeds, add Pendulum® Aquacap™ herbicide at the rate of 3.1 to 6.3 pints per acre. Consult the Pendulum® label for weeds controlled and for other use directions and precautions.

For control of Johnsongrass in bermudagrass turf, apply this product at 8 fl. oz. per acre plus Roundup® or Razor® at 12 fl. oz. per acre plus surfactant. For additional control of broadleaves and vines, Tahoe®3A or Garlon®3A may be added to the above mix at the rate of 1-2 pints per acre. Observe all precautions and restrictions on the Tahoe®3A, Garlon®3A and Roundup® labels.

Bahiagrass - Apply this product at 4 to 8 fl. oz. per acre when the bahiagrass is dormant or after the grass has initiated green-up but has not exceeded 25% green-up. Include in the spray solution a surfactant (See Adjuvant section for specific use directions for surfactants).

WEEDS CONTROLLED IN UNIMPROVED BERMUDAGRASS AND BAHIAGRASS

Bedstraw (<i>Galium</i> spp.)	Little barley (<i>Hordeum pusillum</i>)
Bishopweed (<i>Ptilimnium capillaceum</i>)	Seedling Johnsongrass (<i>Sorghum halepense</i>)
Buttercup (<i>Ranunculus parviflorus</i>)	Wild carrot (<i>Daucus carota</i>)
Carolina geranium (<i>Geranium carolinianum</i>)	White clover (<i>Trifolium repens</i>)
Fescue (<i>Festuca</i> spp.)	Yellow woodsorrel (<i>Oxalis stricta</i>)
Foxtail (<i>Setaria</i> spp.)	

GRASS GROWTH AND SEEDHEAD SUPPRESSION

This product may be used to suppress growth and seedhead development of certain turfgrasses in unimproved areas. When applied to desirable turf, this product may result in temporary turf damage and/or discoloration. Effects to the desirable turf may vary with environmental conditions. For optimum performance, application should be made prior to culm elongation. Applications may be made before or after mowing. If applied prior to mowing, allow at least three days of active growth before mowing. If following a mowing, allow sufficient time for the grasses to recover before applying this product or injury may be amplified. DO NOT apply to turf under stress (drought, cold, insect damaged, etc.) or severe injury or death may occur.

Bermudagrass - Apply this product at 6 to 8 fl. oz. per acre from early green-up to prior to seed head initiation. DO NOT add a surfactant for this application.

Cool Season Unimproved Turf - Apply this product at 2 fl. oz. per acre plus 0.25% nonionic surfactant. For increased suppression, this product may be tank-mixed with such products as Campaign® (24 fl. oz. per acre) or Embark® (8 fl. oz. per acre). Tank-mixes may increase injury to desired turf. Consult each product label for recommended turf species and other use directions and precautions. Tank mixes with 2,4-D or products containing 2,4-D may decrease the effectiveness of this product.

TOTAL VEGETATION CONTROL WHERE BAREGROUND IS DESIRED

This product is an effective herbicide for preemergence or post-emergence control of many annual and perennial broadleaf and grass weeds where bareground is desired. This product is particularly effective on hard-to-control perennial grasses. This product at 1.5 to 6 pints per acre can be used alone or in tank-mix with herbicides approved for use in bare ground. The degree and duration of control are dependent on the rate of this product used, tank-mix partner, the volume of carrier, soil texture, rainfall and other conditions.

Consult manufacturer's labels for specific rates and weeds controlled. Always follow the most restrictive directions for use and precautionary statements of each product when making an application involving tank-mixes.

Applications of this product may be made anytime of the year. Use equipment calibrated to deliver desired gallons per acre spray volume and uniformly distribute the spray pattern over the treated area.

Post-emergence Applications: Always use a spray adjuvant (See Adjuvant section of this label) when making a post-emergence application. For optimum performance on tough to control annual grasses, applications should be made at a total volume of 100 gallons per acre or less. For quicker burndown or brown-out of target weeds, this product may be tank-mixed with products such as Razor®, or Roundup®. Tank mixes with 2,4-D or products containing 2,4-D may reduce the performance of this product. Always follow the most restrictive directions for use and precautionary statements of each product when tank-mixing.

Spot Treatments: This product may be used as a follow-up treatment to control escapes or weed encroachment in a bareground situation. To prepare the spray solution, thoroughly mix in each gallon of water 0.5 to 5% of this product plus an adjuvant. For increased burndown, include Razer[®], Roundup[®], or similar products. For added residual weed control or to increase the weed spectrum, add ProClipse[®] herbicide, Vanquish[®] herbicide, or Diablo[®] herbicide. Always follow the most restrictive directions for use and precautionary statements of each product when tank-mixing.

FOR CONTROL OF UNDESIRABLE WEEDS UNDER PAVED SURFACES

This product can be used under asphalt, pond liners and other paved areas, ONLY in industrial sites or where the pavement has a suitable barrier along the perimeter that prevents encroachment of roots of desirable plants.

This product should be used only where the area to be treated has been prepared according to good construction practices. If rhizomes, stolons, tubers or other vegetative plant parts are present in the site, they should be removed by scalping with a grader blade to a depth sufficient to insure their complete removal.

Paving should follow applications of this product as soon as possible. DO NOT apply where the product may contact the roots of desirable trees or other plants.

This product is not to be used under pavement on residential properties such as driveways or parking lots or for use in recreational areas such as under bike or jogging paths, golf cart paths, or tennis courts, or where landscape plantings could be anticipated.

Injury or death of desirable plants may result if this product is applied where roots are present or where they may extend into the treated area. Roots of trees and shrubs may extend a considerable distance beyond the branch extremities (drip line).

Applications should be made to the soil surface only when final grade is established. DO NOT move soil following application of this product. Apply this product in sufficient water (at least 100 gal. per acre) to ensure thorough and uniform wetting of the soil surface, including the shoulder areas. Add this product at a rate of 3 quarts per acre (2.2 fl. oz. per 1000 square feet) to clean water in the spray tank during the filling operation. Agitate before spraying.

If the soil is not moist prior to treatment, incorporation of this product is needed for herbicide activation. This product can be incorporated into the soil to a depth of 4 to 6 inches using a rototiller or disc. Rainfall or irrigation of 1 inch will also provide uniform incorporation. DO NOT allow treated soil to wash or move into untreated areas.

SPOT TREATMENTS AND CRACK-AND-CREVICE TREATMENTS

Use this product as an initial or follow up treatment to control weed escapes or weed encroachment in bareground situations, including cracks and crevices in paved surfaces such as parking lots, runways and roadways.

FOR SPOT TREATMENT WEED CONTROL IN GRASS PASTURE AND RANGELAND

For the control of undesirable vegetation in grass pasture and rangeland, this product may be applied as a spot treatment at a rate of 2 to 48 fl. oz. of product per acre using any of the ground application methods as described in this label. Spot applications may not exceed more than one tenth of the area to be grazed or cut for hay in grass pasture and rangeland. See appropriate sections of this label for specific use directions for the application method and vegetation control desired.

DO NOT apply more than 48 fl. oz. per acre per year.

Grazing and Haying Restrictions:

DO NOT cut forage grass for hay for 7 days after application of this product.

There are no grazing restrictions following application of this product.

Rangeland Use Instructions:

This product may be applied to rangeland for the control of undesirable vegetation to achieve one or more of the following vegetation management objectives:

- Control of undesirable (noxious, invasive and non-native) plant species.
- Control of undesirable vegetation for wildlife habitat improvement.
- Control of undesirable vegetation to aid in the establishment of desirable rangeland plant species.
- Release of existing desirable rangeland plant communities from the competitive pressure of undesirable plant species.
- Control of undesirable vegetation to aid in the establishment of desirable vegetation following a fire.
- Control of vegetation to reduce wildfire fuel.

To ensure the protection of threatened and endangered plants, when applying this product to rangeland:

- Federal agencies must follow NEPA regulations to ensure protection of threatened and endangered plants.
- Other organizations or individuals must operate under a habitat conservation plan if threatened or endangered plants are known to be present on the land to be treated.
- State agencies must work with the Fish and Wildlife Service or the Service's designated state conservation agency to ensure protection of threatened and endangered plants.

See appropriate sections of this label for specific use directions for the desired rangeland vegetation management control desired.

This product must only be applied to a given rangeland acre as specific weed problems arise. Long-term control of undesirable weeds ultimately depends on the successful use of the land management practices that promote the sustainability and growth of desirable rangeland plant species.

ROTATIONAL CROP GUIDELINE

Rotational crops may be planted 12 months after applying this product at the specified pasture and rangeland rate. Twelve months after an application of this product, and before planting any crop, a successful field bioassay must be completed. The field bioassay consists of a test strip of the intended rotational crop planted in the previously treated area in the grass pasture and rangeland and grown to maturity. The test strip should include low areas and knolls, and include variations in soil type and pH within the treated area. If no crop injury is evident in the test strip, the intended rotational crop may be planted the following year.

Use of this product in accordance with label directions is expected to result in normal growth of rotational crops in most situations; however, various agronomic factors and environmental factors make it impossible to eliminate all risks associated with the use of this product and, therefore, rotational crop injury is always possible.

TERRESTRIAL WEEDS CONTROLLED

In terrestrial sites, this product will provide preemergence or post-emergence control with residual control of the following target vegetation species at the rates listed. Residual control refers to control of newly germinating seedlings in both annuals and perennials. In general, annual weeds may be controlled by preemergence or postemergence applications of this product. For established biennials and perennials postemergence applications of this product are recommended.

The rates shown below pertain to broadcast applications and indicate the relative sensitivity of these weeds. The relative sensitivity should be referenced when preparing low volume spray solutions (see "Low Volume" section of "Ground Applications"); low volume applications may provide control of the target species with less product per acre than is shown for the broadcast treatments. This product must be used only in accordance with the Directions for Use on this label.

The relative sensitivity of the species listed below can also be used to determine the relative risk of causing non-target plant injury if any of the below listed species are considered to be desirable within the area to be treated.

Resistant Biotypes: Naturally occurring biotypes (a plant within a given species that has a slightly different, but distinct genetic makeup from other plants of the same species) of some weeds listed on this label may not be effectively controlled. If naturally occurring resistant biotypes are present in an area, this product should be tank-mixed or applied sequentially with an appropriate registered herbicide having a different mode of action to ensure control.

TERRESTRIAL WEEDS CONTROLLED		
COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
GRASS WEEDS		
Apply 2 to 3 pints per acre ¹		
Annual bluegrass	<i>Poa annua</i>	A
Broadleaf signalgrass	<i>Brachiaria platyphylla</i>	A
Canada bluegrass	<i>Poa compressa</i>	P
Downy brome	<i>Bromus tectorum</i>	A
Fescue	<i>Festuca</i> spp.	A/P
Foxtail	<i>Setaria</i> spp.	A
Italian ryegrass	<i>Lolium multiflorum</i>	A
Johnsongrass ⁴	<i>Sorghum halepense</i>	P
Kentucky bluegrass	<i>Poa pratensis</i>	P
Napier grass ⁵	<i>Pennisetum purpureum</i>	P
Orchardgrass	<i>Dactylis glomerata</i>	P
Paragrass	<i>Brachiaria mutica</i>	P
Quackgrass	<i>Agropyron repens</i>	P
Sandbur	<i>Cenchrus</i> spp.	A
Smooth brome	<i>Bromus inermis</i>	P
Vaseygrass	<i>Paspalum urvillei</i>	P
Wild oats	<i>Avena fatua</i>	A
Witchgrass	<i>Panicum capillare</i>	A

(continued)

TERRESTRIAL WEEDS CONTROLLED (continued)		
COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
GRASS WEEDS (continued)		
Apply 3 to 4 pints per acre ¹		
Barnyardgrass	<i>Echinochloa crus-galli</i>	A
Beardgrass	<i>Andropogon</i> spp.	P
Bluegrass, annual	<i>Poa annua</i>	A
Bulrush ⁵	<i>Scirpus validus</i>	P
Cheat	<i>Bromus secalinus</i>	A
Cogongrass	<i>Imperata cylindrica</i>	P
Crabgrass	<i>Digitaria</i> spp.	A
Crowfootgrass	<i>Dactyloctenium aegyptium</i>	A
Fall panicum	<i>Panicum dichotomiflorum</i>	A
Goosegrass	<i>Eleusine indica</i>	A
Itchgrass	<i>Rottboellia exaltata</i>	A
Lovegrass ⁴	<i>Eragrostis</i> spp.	P
Maidencane ⁵	<i>Panicum hemitomon</i>	A
Panicum, browntop	<i>Panicum fasciculatum</i>	A
Panicum, Texas	<i>Panicum texanum</i>	A
Prairie threeawn	<i>Aristida oligantha</i>	P
Sandbur, field	<i>Cenchrus incertus</i>	A
Signalgrass	<i>Brachiaria platyphylla</i>	A
Wild barley	<i>Hordeum</i> spp.	A
Woolly cupgrass	<i>Eriochloa villosa</i>	A

(continued)

TERRESTRIAL WEEDS CONTROLLED (continued)

COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
GRASS WEEDS (continued)		
Apply 4 to 6 pints per acre¹		
Bahiagrass	<i>Paspalum notatum</i>	P
Bermudagrass ^{3,4}	<i>Cynodon dactylon</i>	P
Big bluestem	<i>Andropogon gerardii</i>	P
Dallisgrass	<i>Paspalum dilatatum</i>	P
Feathertop	<i>Pennisetum villosum</i>	P
Guineagrass	<i>Panicum maximum</i>	P
Saltgrass ³	<i>Distichlis stricta</i>	P
Sand dropseed	<i>Sporobolus cryptandrus</i>	P
Sprangletop	<i>Leptochloa</i> spp.	A
Timothy	<i>Phleum pratense</i>	P
Wirestem muhly	<i>Muhlenbergia frondosa</i>	P
¹ Use higher rate where heavy or well-established infestations occur.		
² Growth Habit: A = Annual, B = Biennial, P = Perennial		
³ Use a minimum of 75 GPA.		
⁴ Use higher labeled rates.		
⁵ Use not permitted in California unless otherwise directed by supplemental labeling.		

TERRESTRIAL WEEDS CONTROLLED (continued)

COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
BROADLEAF WEEDS		
Apply 2 to 3 pints per acre¹		
Burdock	<i>Arctium</i> spp.	B
Carolina geranium	<i>Geranium carolinianum</i>	A
Carpetweed	<i>Mollugo verticillata</i>	A
Clover	<i>Trifolium</i> spp.	A/P
Common chickweed	<i>Stellaria media</i>	A
Common ragweed	<i>Ambrosia artemisiifolia</i>	A
Dandelion	<i>Taraxacum officinale</i>	P
Dogfennel	<i>Eupatorium capillifolium</i>	A
Filaree	<i>Erodium</i> spp.	A
Fleabane	<i>Erigeron</i> spp.	A
Hoary vervain	<i>Verbena stricta</i>	P
Indian mustard	<i>Brassica juncea</i>	A
Kochia	<i>Kochia scoparia</i>	A
Lambsquarters	<i>Chenopodium album</i>	A
Lespedeza ³	<i>Lespedeza</i> spp.	P
Miners lettuce	<i>Montia perfoliata</i>	A

(continued)

TERRESTRIAL WEEDS CONTROLLED (continued)

COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
BROADLEAF WEEDS (continued)		
Apply 2 to 3 pints per acre¹ (continued)		
Mullein	<i>Verbascum</i> spp.	B
Nettleleaf goosefoot	<i>Chenopodium murale</i>	A
Oxeye daisy	<i>Chrysanthemum leucanthemum</i>	P
Pepperweed	<i>Lepidium</i> spp.	A
Pigweed	<i>Amaranthus</i> spp.	A
Puncturevine	<i>Tribulus terrestris</i>	A
Russian thistle	<i>Salsola kali</i>	A
Smartweed	<i>Polygonum</i> spp.	A/P
Sorrell	<i>Rumex</i> spp.	P
Sunflower	<i>Helianthus</i> spp.	A
Sweet clover	<i>Melilotus</i> spp.	A/B
Tansymustard	<i>Descurainia pinnata</i>	A
Western ragweed	<i>Ambrosia psilostachya</i>	P
Wild carrot	<i>Daucus carota</i>	B
Wild lettuce	<i>Lactuca</i> spp.	A/B
Wild parsnip	<i>Pastinaca sativa</i>	B
Wild turnip	<i>Brassica campestris</i>	B
Woollyleaf bursage	<i>Franseria tomentosa</i>	P
Yellow woodsorrel	<i>Oxalis stricta</i>	P
Apply 3 to 4 pints per acre¹		
Broom snakeweed	<i>Gutierrezia sarothrae</i>	P
Bull thistle	<i>Cirsium vulgare</i>	B
Burclover	<i>Medicago</i> spp.	A
Chickweed mouseear	<i>Cerastium vulgatum</i>	A
Clover hop	<i>Trifolium procumbens</i>	A
Cocklebur	<i>Xanthium strumarium</i>	A
Cudweed	<i>Gnaphalium</i> spp.	A
Desert camelthorn	<i>Alhagi pseudalhagi</i>	P
Dock	<i>Rumex</i> spp.	P
Fiddleneck	<i>Amsinckia intermedia</i>	A
Goldenrod	<i>Solidago</i> spp.	P
Henbit	<i>Lamium amplexicaule</i>	A
Knotweed, prostrate	<i>Polygonum aviculare</i>	A/P
Pokeweed	<i>Phytolacca americana</i>	P
Purslane	<i>Portulaca</i> spp.	A
Pusley, Florida	<i>Richardia scabra</i>	A
Rocket London	<i>Sisymbrium irio</i>	A

(continued)

TERRESTRIAL WEEDS CONTROLLED (continued)		
COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
BROADLEAF WEEDS (continued)		
Apply 3 to 4 pints per acre¹ (continued)		
Rush skeletonweed ⁴	<i>Chondrilla juncea</i>	B
Saltbush	<i>Atriplex</i> spp.	A
Shepherdspurse	<i>Capsella bursa-pastoris</i>	A
Spurge, annual	<i>Euphorbia</i> spp.	A
Stinging nettle ⁴	<i>Urtica dioica</i>	P
Velvetleaf	<i>Abutilon theophrasti</i>	A
Yellow starthistle	<i>Centaurea solstitialis</i>	A
Apply 4 to 6 pints per acre¹		
Arrowwood	<i>Pluchea sericea</i>	A
Canada thistle	<i>Cirsium arvense</i>	P
Giant ragweed	<i>Ambrosia trifida</i>	A
Gray rabbitbrush	<i>Chrysothamnus nauseosus</i>	P
Little mallow	<i>Malva parviflora</i>	B
Milkweed	<i>Asclepias</i> spp.	P
Primrose	<i>Oenothera kunthiana</i>	P
Silverleaf nightshade	<i>Solanum elaeagnifolium</i>	P
Sowthistle	<i>Sonchus</i> spp.	A
Texas thistle	<i>Cirsium texanum</i>	P
¹ Use higher rate where heavy or well-established infestations occur.		
² Growth Habit: A = Annual, B = Biennial, P = Perennial		
³ Use not permitted in California unless otherwise directed by supplemental labeling.		
⁴ For best results, early postemergence applications are required.		

TERRESTRIAL WEEDS CONTROLLED (continued)		
COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
VINES AND BRAMBLES		
Apply 1 pint per acre		
Field bindweed	<i>Convolvulus arvensis</i>	P
Hedge bindweed	<i>Calystegia sepium</i>	A
Apply 2 to 3 pints per acre¹		
Wild buckwheat	<i>Polygonum convolvulus</i>	P
Apply 3 to 4 pints per acre¹		
Greenbriar	<i>Smilax</i> spp.	P
Honeysuckle ³	<i>Lonicera</i> spp.	P
Morningglory	<i>Ipomoea</i> spp.	A/P
Poison ivy	<i>Rhus radicans</i>	P
Redvine	<i>Brunnichia cirrhosa</i>	P

(continued)

TERRESTRIAL WEEDS CONTROLLED (continued)		
COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
VINES AND BRAMBLES (continued)		
Apply 3 to 4 pints per acre¹ (continued)		
Wild rose ³ Including: Multiflora rose Macartney rose	<i>Rosa</i> spp. <i>Rosa multiflora</i> <i>Rosa bracteata</i>	P P P
Apply 4 to 6 pints per acre¹		
Trumpet creeper	<i>Campsis radicans</i>	P
Virginia creeper	<i>Parthenocissus quinquefolia</i>	P
Wild grape	<i>Vitis</i> spp.	P
¹ Use higher labeled rate where heavy or well-established infestations occur.		
² Growth Habit: A = Annual, B = Biennial, P = Perennial		
³ Use higher labeled rate.		

TERRESTRIAL WEEDS CONTROLLED (continued)		
COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
BRUSH SPECIES		
Apply 2 to 4 pints per acre¹		
Brazilian peppertree	<i>Schinus terebinthifolius</i>	P
Chinese tallow tree Popcorn tree	<i>Sapium sebiferum</i>	P
Russian olive	<i>Elaeagnus angustifolia</i>	P
Sumac	<i>Rhus</i> spp.	P
Willow	<i>Salix</i> spp.	P
Apply 4 to 6 pints per acre¹		
Alder	<i>Alnus</i> spp.	P
American beech	<i>Fagus grandifolia</i>	P
Ash ³	<i>Fraxinus</i> spp.	P
Aspen	<i>Populus</i> spp.	P
Autumn olive	<i>Elaeagnus umbellata</i>	P
Bald cypress	<i>Taxodium distichum</i>	P
Bigleaf maple	<i>Acer macrophyllum</i>	P
Birch ³	<i>Betula</i> spp.	P
Black gum ⁴	<i>Nyssa sylvatica</i>	P
Black oak	<i>Quercus kelloggii</i>	P
Boxelder	<i>Acer negundo</i>	P
Ceanothis	<i>Ceanothis</i> spp.	P
Cherry ^{3, 4}	<i>Prunus</i> spp.	P
Chinaberry	<i>Melia azedarach</i>	P
Chinquapin	<i>Castanopsis chrysophylla</i>	P

(continued)

TERRESTRIAL WEEDS CONTROLLED (continued)		
COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
BRUSH SPECIES (continued)		
Apply 4 to 6 pints per acre¹		
Cottonwood	<i>Populus trichocarpa</i> <i>P deltoides</i>	P
Cypress	<i>Taxodium</i> spp.	P
Dogwood ³	<i>Cornus</i> spp.	P
Elm	<i>Ulmus</i> spp.	P
Eucalyptus	<i>Eucalyptus</i> spp.	P
Hawthorn	<i>Crataegus</i> spp.	P
Hickory ³	<i>Carya</i> spp.	P
Huckleberry	<i>Gaylussacia</i> spp.	P
Lyonia spp. Including: Fetterbush Staggerbush	<i>Lyonia lucida</i> <i>Lyonia mariana</i>	P P
Madrone	<i>Arbutus menziesii</i>	P
Maple	<i>Acer</i> spp.	P
Melaleuca	<i>Melaleuca quinquenervia</i>	P
Mulberry ^{3, 6}	<i>Morus</i> spp.	P
Oak ⁷	<i>Quercus</i> spp.	P
Persimmon ⁴	<i>Diospyros virginiana</i>	P
Poison oak	<i>Rhus diversiloba</i>	P
Poplar	<i>Populus</i> spp.	P
Privet	<i>Ligustrum vulgare</i>	P
Red alder	<i>Alnus rubra</i>	P
Red maple	<i>Acer rubrum</i>	P

(continued)

TERRESTRIAL WEEDS CONTROLLED (continued)		
COMMON NAME	SCIENTIFIC NAME	GROWTH HABIT ²
BRUSH SPECIES (continued)		
Apply 4 to 6 pints per acre¹ (continued)		
Saltcedar	<i>Tamarix pentandra</i>	P
Sassafras	<i>Sassafras albidum</i>	P
Sourwood ⁴	<i>Oxydendrum arboreum</i>	P
Sweetgum	<i>Liquidambar styraciflua</i>	P
Sycamore	<i>Platanus occidentalis</i>	P
Tanoak ³	<i>Lithocarpus densiflorus</i>	P
Titi ⁸	<i>Cyrilla racemiflora</i>	P
Tree of heaven	<i>Ailanthus altissima</i>	P
Vaccinium spp. Including: Blueberry Spartleberry	<i>Vaccinium</i> spp. <i>Vaccinium arboreum</i>	P P
Water willow ⁹	<i>Justicia americana</i>	P
Yellow poplar ³	<i>Liriodendron tulipifera</i>	P

¹ Use higher labeled rate where heavy or well-established infestations occur.

² Growth Habit: A = Annual, B = Biennial, P = Perennial

³ Use higher labeled rate.

⁴ Best control with applications before formation of fall leaf color.

⁵ Tank mix with glyphosate.

⁶ Degree of control may be species dependent.

⁷ For water oak (*Quercus nigra*) laurel oak (*Quercus lauriflora*) willow oak (*Quercus phellos*) and live oak (*Quercus virginiana*) use higher labeled rates.

⁸ Suppression only.

⁹ Use not permitted in California unless otherwise directed by supplemental labeling.

AQUATIC WEEDS CONTROLLED

This product may be applied for control of floating and emergent weeds (see Aquatic Weeds Controlled and Terrestrial Weeds Controlled) in or near bodies of water that may be nonflowing, flowing, or transient. This product may be applied to aquatic sites that include rivers, lakes, streams, seeps, drainage ditches, ponds, reservoirs, canals, bogs, marshes, swamps, estuaries, bays, brackish water, transitional areas between terrestrial and aquatic sites, riparian sites and seasonal wet areas. See Use Precautions and Restrictions section of this label for instructions, directions, precautions and restrictions on aquatic uses.

Read and observe the following directions if aquatic sites are present in nonagricultural lands and are part of the intended treatment area.

This product must be applied to the emergent foliage of the target vegetation and little to no activity on submerged aquatic weeds. Concentrations of this product, resulting from direct application to water, are not expected to be of sufficient concentration nor duration to control target vegetation. Application should be made in such a way as to maximize spray interception by the target vegetation while minimizing the amount of overspray that enters the water.

This product does not control plants that have a majority of their foliage underwater or plants that are completely submerged.

Product Application: This product should be applied with helicopter or surface application equipment in a minimum of 2 gallons of water per acre. When applying by helicopter, follow directions under Aerial Application section of this label; when using surface equipment refer to the Ground Application section.

When applying this product to moving bodies of water applications should be made while traveling upstream to prevent concentration of this herbicide in water. DO NOT apply to bodies of water or portions of bodies of water where emergent and/or floating weeds do not exist.

Large Application Areas / Oxygen Depletion: When application is to be made to target vegetation that covers a large percentage of surface area of impounded water, treating area in strips may avoid oxygen depletion from vegetation decay. Oxygen depletion may result in the suffocation of some sensitive aquatic organisms. If oxygen depletion is a concern, treat no more than 1/2 of the surface area of the water at a time. Wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outward in bands to allow aquatic organisms ability to move into untreated areas.

Avoid washoff of sprayed foliage by recreational boat backwash or spray boat for 1 hour after application.

Apply this product at 1 to 3 quarts per acre depending on weed density and species present. DO NOT exceed the maximum label rate of 1.5 pounds acid equivalent Imazapyr (equivalent to 3 quarts) per acre per year. Use the higher labeled rate for heavy weed pressure. See Aquatic Weeds Controlled and Terrestrial Weeds Controlled sections for specific rates.

This product may be applied as a draw-down treatment in areas described in this label. Apply this product to weeds after water has been drained and allow 14 days before reintroduction of water.

This product will control the following target species as specified in the Use Rates and Application Directions section of the table. Rate instructions are expressed in terms of product volume for broadcast applications and as a percent solution for directed applications including spot treatments. For percent solution applications, DO NOT apply more than 1.5 pounds acid equivalent Imazapyr (equivalent to 3 quarts) per acre per year.

Mixing Guide

% Solution	Product Per Gallon of Mix (oz)
0.25	0.3
0.5	0.6
1.0	1.3
2.0	2.6
3.0	3.8
5.0	6.4

Measuring Chart

128 fluid ounces	=	1 gallon
16 fluid ounces	=	1 pint
8 pints	=	1 gallon
4 quarts	=	1 gallon
2 pints	=	1 quart

Common Name	Scientific Name	Use Rates and Application Directions
Floating Weeds		
*Floating heart	<i>Nymphodes spp</i>	2 to 4 pints/A applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.
*Frogbit	<i>Limnobium spongia</i>	1 to 2 pints/A applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.
*Spatterdock	<i>Nuphar luteum</i>	Apply a tank mix of 2 to 4 pints/A of this product +4 to 6 pints/A glyphosate in 100 GPA water for best control. Ensure 100% coverage of actively growing emergent foliage.
*Water hyacinth	<i>Eichhornia crassipes</i>	1 to 2 pints/A applied in 100 GPA water to actively growing foliage.
*Water lettuce	<i>Pistia stratiotes</i>	1 to 2 pints/A applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.
Emerged Weeds		
*Alligatorweed	<i>Alternanthera philoxeroides</i>	1 to 4 pints/A applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.
*Arrowhead duck potato	<i>Sagittaria spp</i>	1 to 2 pints/A applied to 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.
*Bacopa lemon	<i>Bacopa spp</i>	1 to 2 pints/A applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.

*Use not permitted in California unless otherwise directed by supplemental labeling.

(continued)

Common Name	Scientific Name	Use Rates and Application Directions
Emerged Weeds <i>(continued)</i>		
*Parrot feather	<i>Myriophyllum aquaticum</i>	Foliage must be above water for sufficient product uptake. Apply 2 to 4 pints/A (0.5% to 1.0% solution) of this product to actively growing emergent foliage.
*Pennywort	<i>Hydrocotyle spp</i>	1 to 2 pints/A applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.
*Pickerelweed	<i>Pontedena cordata</i>	2 to 3 pints/A applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.
*Taro wild Coco yam Dasheen Elephant's ear	<i>Colocasia esculentum</i>	4 to 6 pints/A applied in 100 GPA with a high quality sticker adjuvant. Ensure good coverage of actively growing emergent foliage.
*Water chestnut	<i>Trappa natans</i>	4 to 6 pints/A applied in 100 GPA with a high quality sticker adjuvant. Ensure good coverage of actively growing emergent foliage.
*Water lily	<i>Nymphaea odorata</i>	2 to 3 pints/A applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage.
*Water primrose	<i>Ludwigia uruguayensis</i>	4 to 6 pints/A (1.0% to 1.5% solution). Ensure 100% coverage of actively growing emergent foliage.
Terrestrial/Marginal Weeds		
*Aquatic nightshade Soda apple	<i>Solanum tampicense</i>	2 pints/A (0.5% solution) applied to foliage
*Bamboo Japanese	<i>Phyllostachys spp</i>	3 to 4 pints/A (0.75% to 1.0% solution) applied to foliage
*Beach vitex	<i>Vitex rotundifolia</i>	5% solution + 1% MSO foliar spray. 17% solution stem injection (hack and squirt)
Brazilian pepper Christmasberry	<i>Schinus terebinthifolius</i>	2 to 4 pints/A (0.5% to 1.0% solution) applied to foliage
Cattail	<i>Typha spp</i>	2 to 4 pints/A (0.5% to 1.0% solution) applied to actively growing green foliage after full leaf elongation. Lower rates will control cattail in the North. Higher rates are needed in the South.
Chinese tallow tree	<i>Sapium sebiferum</i>	16 to 24 fl. oz./A applied to foliage
Cogongrass	<i>Imperata cylindrical</i>	Burn foliage, till area, then fall spray 2 quarts/A (1.0% solution) of this product+MSO applied to new growth.
Cordgrass prairie	<i>Spartina spp</i>	4 to 6 pints/A (1.0% to 1.5% solution) applied to actively growing foliage
*Cutgrass	<i>Zizaniopsis miliacea</i>	4 to 6 pints/A (1.0% to 1.5% solution) applied to actively growing foliage
*Elephant grass Napier grass	<i>Pennisetum purpureum</i>	3 pints/A (0.75% solution) applied to actively growing foliage
*Flowering rush	<i>Butomus umbellatus L</i>	2 to 3 pints/ (0.5% to 0.75% solution) A applied to actively growing foliage
Giant reed Wild cane	<i>Arundo donax</i>	4 to 6 pints/A (1.0% to 1.5% solution) applied in spring to actively growing foliage
*Golden bamboo	<i>Phyllostachys aurea</i>	3 to 4 pints/A (0.75% to 1.0% solution) applied to foliage when plant is actively growing, before setting seedhead. More foliage will result in greater herbicide uptake, resulting in greater root kill.
Junglerice	<i>Echinochloa colonum</i>	3 to 4 pints/A (0.75% to 1.0% solution) applied to actively growing foliage.
Knapweed	<i>Centaurea spp</i>	Russian knapweed: 2 to 3 pints/A (0.5% to 0.75% solution) +1 quart/A (0.5% solution) MSO fall applied after senescence begins.
Knotweed, Japanese	<i>Polygonum cuspidatum</i> <i>Fallopia japonica</i>	3 to 4 pints/A (0.75% to 1.0% solution) applied postemergence to actively growing foliage.

*Use not permitted in California unless otherwise directed by supplemental labeling.

(continued)

Common Name	Scientific Name	Use Rates and Application Directions
Terrestrial/Marginal Weeds (continued)		
Melaleuca Paperbark tree	<i>Melaleuca quinquenervia</i>	<ul style="list-style-type: none"> Established stands: apply 6 pints/A (1.5% solution) of this product + 6 pints/A (1.5% solution) glyphosate-spray adjuvant. For best results use 4 quarts/A (2.0% solution) MSO as an adjuvant. Broadcast foliar control: apply aerially in a minimum of 2 passes at 10 gallons/A applied cross treatment. Spot treatment: use 25% of this product+25% solution of glyphosate +1.25% MSO in water applied as a frill or stump treatment.
*Nutgrass Kili'i'opu	<i>Cyperus rotundus</i>	2 pints/A (0.5% solution) this product+1 quart/A (0.5% solution) MSO applied early postemergence.
*Nutsedge	<i>Cyperus spp</i>	2 to 3 pints/A (0.5% to 0.75% solution) postemergence to foliage or preemergence incorporated, nonincorporated preemergence applications will not control.
Phragmites Common reed	<i>Phragmites australis</i>	4 to 6 pints/A (1.0% to 1.5% solution) applied to actively growing green foliage after full leaf elongation. Ensure 100% coverage. If stand has a substantial amount of old stem tissue, mow or burn, allow to regrow to approximately 5 feet tall before retreatment. Lower rates will control phragmites in the North, higher rates are needed in the South.
*Poison hemlock	<i>Conium maculatum</i>	2 pints/A (0.5% solution) this product+1 quart/A (0.5% solution) MSO applied preemergence to early postemergence to rosette before flowering
Purple loosestrife	<i>Lynthrum salicana</i>	1 pint/A (0.25% solution) applied to actively growing foliage.
Reed canarygrass	<i>Phalaris arundinacea</i>	3 to 4 pints/A (0.75% to 1.0% solution) applied to actively growing foliage.
Rose swamp	<i>Rosa palustris</i>	2 to 3 pints/A (0.5% to 0.75% solution) applied to actively growing foliage.
Russian olive	<i>Elaeagnus angustifolia</i>	2 to 4 pints/A (1% solution) applied to foliage.
Saltcedar Tamarisk	<i>Tamarix spp</i>	Aerial application: 2 quarts this product+0.25% v/v NIS applied to actively growing foliage during flowering. Spot treatment: Use 1% solution of this product+0.25% v/v NIS and spray to wet foliage. After application, wait at least 2 years before disturbing treated saltcedar. Earlier disturbance can reduce overall control.
Smartweed	<i>Polygonum spp</i>	2 pints/A (0.5% solution) applied early postemergence
Sumac	<i>Rhus spp</i>	2 to 3 pints/A (0.5% to 0.75% solution) applied to foliage
Swamp morningglory Kangkong Water spinach	<i>Ipomoea aquatic</i>	1 to 2 pints/A (0.25% to 0.5% solution) of this product + 1 quart/A (0.5% solution) MSO applied early postemergence
Torpedo grass	<i>Panicum repens</i>	4 pints/A (1.0 to 1.5% solution). Ensure good coverage to actively growing foliage.
*White top Hoary cress	<i>Cardaria draba</i>	1 to 2 pints/A (0.25% to 0.5% solution) applied in spring to foliage during flowering.
Willow	<i>Salix spp</i>	2 to 3 pints/A (0.5% to 0.75% solution) of this product applied to actively growing foliage. Ensure good coverage.

*Use not permitted in California unless otherwise directed by supplemental labeling.

STORAGE AND DISPOSAL

DO NOT contaminate water, food or feed by storage or disposal.

PESTICIDE STORAGE: DO NOT store below 10° F.

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

CONTAINER HANDLING:

NOTE: This product is available in multiple containers. Refer to the Net Contents section of this products labeling for the applicable "Nonrefillable" or "Refillable" designation. Follow the container disposal [handling] instructions below that apply to your container type / size.

Nonrefillable Containers 5 Gallons or Less: Nonrefillable container. DO NOT reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities. Plastic containers are also disposable by incineration, or, if allowed by State and local authorities, by burning. If burned stay out of smoke.

Nonrefillable containers larger than 5 gallons: Nonrefillable container. DO NOT reuse or refill this container. Offer for recycling if available. If recycling or reconditioning not available, puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities. Plastic containers are also disposable by incineration, or, if allowed by State and local authorities, by burning. If burned stay out of smoke. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable containers larger than 5 gallons: Refillable container. Refill this container with pesticide only. DO NOT reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water. Agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities. If burned stay out of smoke.

WARRANTY DISCLAIMER

The directions for use of this product must be followed carefully. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, (1) THE GOODS DELIVERED TO YOU ARE FURNISHED "AS IS" BY MANUFACTURER OR SELLER AND (2) MANUFACTURER AND SELLER MAKE NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND TO BUYER OR USER, EITHER EXPRESS OR IMPLIED, OR BY USAGE OF TRADE, STATUTORY OR OTHERWISE, WITH REGARD TO THE PRODUCT SOLD, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR ELIGIBILITY OF THE PRODUCT FOR ANY PARTICULAR TRADE USAGE. UNINTENDED CONSEQUENCES, INCLUDING BUT NOT LIMITED TO INEFFECTIVENESS, MAY RESULT BECAUSE OF SUCH FACTORS AS THE PRESENCE OR ABSENCE OF OTHER MATERIALS USED IN COMBINATION WITH THE GOODS, OR THE MANNER OF USE OR APPLICATION, INCLUDING WEATHER, ALL OF WHICH ARE BEYOND THE CONTROL OF MANUFACTURER OR SELLER AND ASSUMED BY BUYER OR USER. THIS WRITING CONTAINS ALL OF THE REPRESENTATIONS AND AGREEMENTS BETWEEN BUYER, MANUFACTURER AND SELLER, AND NO PERSON OR AGENT OF MANUFACTURER OR SELLER HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY OR AGREEMENT RELATING IN ANY WAY TO THESE GOODS.

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If you do not agree with or do not accept any of directions for use, the warranty disclaimers, or limitations on liability, do not use the product, and return it unopened to the Seller, and the purchase price will be refunded.

RV100918 [5]

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Roundup QuikPRO[®]

SC TOTAL Herbicide

RESIDUAL NON-SELECTIVE HERBICIDE

Non-selective control of emerged and pre-emerged grasses and broadleaf weeds in Non-Crop Areas including, Paths, Parking Lots, Curbs, Sidewalks, Driveways, Around Buildings, Gravel Areas, Loading Ramps, Educational Facilities, Storage Yards, Vacant Lots, Fence Rows, Parks, Hardscapes (including crack and crevice), Municipal, Mulched Areas, Landscape Ornamental Beds, and Government Sites.

- Dual Action FORMULA Kills EXISTING WEEDS & GRASSES PLUS Prevents New Weeds & GRASSES for up to 6 Months
- Rainproof in 30 minutes
- Visible Results in Hours
- Simple, Convenient, Easy to use
- An easier way to manage large areas of unwanted weeds & grasses

ACTIVE INGREDIENTS:

Indaziflam	0.089%
Diquat dibromide	0.890%
Glyphosate isopropylamine salt	20.460%
OTHER INGREDIENTS:	78.561%
TOTAL:	100.00%

Contains 1.87 lbs Glyphosate isopropylamine salt, 0.08 lbs Diquat dibormide and 0.008 lbs Indaziflam per gal

EPA Reg. No. 432-1532

**KEEP OUT OF REACH
OF CHILDREN
CAUTION**

See Back Panel for First Aid Instructions and Booklet for Complete Precautionary Statements and Directions for Use.

**Contains
1.125 Gal. (144 Fl. Oz.)**

XXXXXXXXX

USXXXXXXXXXA 160930Av2 04/22

Broadleaf Weeds • Grass Weeds



For **MEDICAL** and **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day 1-800-334-7577
For **PRODUCT USE** Information Call 1-800-331-2867

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 on skin:	<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 further treatment advice.
If in eyes:	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15 to 20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• Call a poison control center or doctor for further treatment advice.

NOTE: Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may call toll-free 1-877-229-3763 for medical emergency information.

Active Ingredients: 20.460% glyphosate isopropylamine salt (CAS No. 38641-94-0), 0.890% diquat dibromide (CAS No. 85-00-7), and 0.089% indaziflam (CAS No. 950782-86-2).

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

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

ENVIRONMENTAL HAZARDS

This product is toxic to fish, aquatic invertebrates, and plants. To protect the environment, do not allow pesticide to enter or run off into storm drains, drainage ditches, gutters, or surface waters. Applying this product in calm weather when rain is not predicted for the next 24 hours will help to ensure that wind or rain does not blow or wash pesticide off the treatment area. This chemical has properties and characteristics associated with chemicals detected in groundwater. This chemical may leach into ground water if used in areas where soils are permeable, particularly where the water table is shallow. This pesticide may impact water quality due to runoff of rainwater. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having a high potential for reaching surface water via runoff for several months or more after application.

DIRECTIONS FOR USE

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

Read entire label before using this product.

PRODUCT INFORMATION

ROUNDUP QUIKPRO® SC TOTAL HERBICIDE is a non-selective, residual herbicide that offers broad-spectrum control of many annual weeds, perennial weeds, shrubs, and trees. ROUNDUP QUIKPRO SC TOTAL HERBICIDE is a highly active herbicide that provides effective weed control when applied to the soil. ROUNDUP QUIKPRO SC TOTAL HERBICIDE may damage sensitive plants, if the product is allowed to contact foliage. Carefully apply ROUNDUP QUIKPRO SC TOTAL HERBICIDE in strict accordance to the label. Be sure to follow all label restrictions.

PRODUCT RESTRICTIONS

- Do not use this product in or around vegetable gardens or in landscaped areas where young plants including ornamental bedding plants (annuals and/or perennials), trees, shrubs, and sod will soon be planted within 6 months after treatment.
- Do not allow people or pets to enter the treated area until sprays have dried.
- Seed may be planted 12 months after application.
- Do not use on desirable turfgrass.
- Do not use over-the-top of ornamentals.
- Do not apply around the root zone of herbaceous plants.
- Do not allow spray to contact desirable foliage, stems, green bark, or bare roots of turfgrasses, trees, shrubs, or other listed desirable vegetation, since severe damage may result. Apply when the air is calm to avoid spray drift onto desirable plants.
- Avoid tracking product onto desirable vegetation - do not walk on treated area until the spray has dried.
- If spraying near the base of established plants (plants that have been in the ground at the same location for one or more years), shield them from spray drift using cardboard, plastic, or other materials. If the spray accidentally contacts a desirable plant, rinse it off immediately with water.
- Do not apply using a steel sprayer, except stainless steel.
- Do not apply where heavy rainfall or irrigation can runoff into cool season lawns (e.g. Tall Fescue, Kentucky Bluegrass, Fine Fescue and Ryegrass).

USE AROUND ORNAMENTALS IN COARSE AND SANDY SOILS

Soil conditions can affect the tolerance of ornamentals to ROUNDUP QUIKPRO SC TOTAL HERBICIDE. Excessively coarse or sandy soils may allow for downward movement of ROUNDUP QUIKPRO SC TOTAL HERBICIDE into the root zone and cause significant root damage and phytotoxicity. Coarse soils, for example, may include significant quantities of sand, gravel, decomposed granite, and ground cinders.

USE DIRECTIONS

- Apply to small and actively growing weeds. Best results will be achieved when temperatures are above 60 ° F.
- Thoroughly spray existing weeds and the entire area that you want protected.
- A subsequent application of ROUNDUP QUIKPRO SC TOTAL HERBICIDE can be made 4 months after the initial application to extend weed control. Certain hard-to-control weeds can be re-sprayed 1 month after initial treatment only using spot treatment. The maximum applied rate must not exceed 32 fl oz of product/1000 sq ft. in a 12 month period.
- Add 16 oz of product per 1 gallon of water.
- Shake bottle well before use. Add appropriate amounts of water & product to spray tank.

Rate	Add To	Covers
16 fl oz Product	1 gal of water	1000 sq ft

Note: Do Not Apply more than a maximum of 32 fl oz/ 1000 sq ft per year. .

FOR BEST RESULTS

WHEN TO APPLY

- Disturbing the soil after application may reduce the effectiveness of this product by disturbing the weed preventative barrier.
- Rain or watering 30 minutes after application will not wash away effectiveness.
- Under drought conditions, it may be necessary to lightly water the product in. Irrigate to move the residual herbicide into the soil, but not to the point of visible runoff.

CLEAN UP

- Triple rinse the spray tank and flush all sprayer components with water to remove residual product. Empty the rinse water onto bare soil or gravel.

WEEDS CONTROLLED

Broadleaf Weeds	Scientific Name	Broadleaf Weeds	Scientific Name
Chickweed, Common	<i>Stellaria media</i>	Lambsquarters, common	<i>Chenopodium album</i>
Chickweed, Mouse-ear	<i>Cerastium vulgatum</i>	Lespedeza, Serecia	<i>Lespedeza cuneata</i>
Clover, White	<i>Trifolium repens</i>	London rocket	<i>Sisymbrium irio</i>
Corn speedwell	<i>Veronica arvensis</i>	Mustard, Wild	<i>Sinapis arvensis</i>
Curly dock	<i>Rumex crispus</i>	Spotted spurge	<i>Euphorbia maculata</i>
Evening primrose, Cutleaf	<i>Oenothera laciniata</i>	Prostrate spurge	<i>Euphorbia humifusa</i>
Dandelion, Common	<i>Taraxacum officinale</i>	Ragweed, Common	<i>Ambrosia artemisiifolia</i>
Filaree, redstem	<i>Erodium cicutarium</i>	Redroot pigweed	<i>Amaranthus retroflexus</i>
Fleabane, blackleaved	<i>Conyza bonariensis</i>	Shepherd's-purse	<i>Capsella bursa-pastoris</i>
Florida pusley	<i>Richardia scabra</i>	Sida, Prickly / Teaweed	<i>Sida spinosa</i>
Gromwell, Yellow	<i>Amsinckia calycina</i>	Sowthistle, Annual	<i>Sonchus olerachus</i>
Groundsel, common	<i>Senecio vulgaris</i>	Sunflower, Common	<i>Helianthus spp.</i>
Hairy fleabane	<i>Erigeron bonariensis</i>	Velvetleaf	<i>Albutilon theophrasti</i>
Henbit	<i>Lamium amplexicaule</i>	Vetch, Common	<i>Vicia sativa</i>
Horseweed/Marestail	<i>Erigeron canadensis</i>	Wild mustard	<i>Sinapis arvensis</i>
Kochia	<i>Kochia scoparia</i>		

Grass Weeds	Scientific Name	Grass Weeds	Scientific Name
Annual bluegrass/ 'Poa'	<i>Poa annua</i>	Foxtail brome	<i>Bromus rubens</i>
Barnyardgrass, common	<i>Echinochloa crus-galli</i>	Foxtail, Giant	<i>Setaria faberi</i>
Cheatgrass	<i>Bromus secalinus</i>	Foxtail, Green	<i>Setaria viridis</i>
Crabgrass	<i>Digitaria sp</i>	Foxtail, Yellow	<i>Setaria glauca</i>
Crabgrass, Henry	<i>Digitaria adscendens</i>	Goosegrass	<i>Eleusine indica</i>
Crabgrass, Large/Hairy	<i>Digitaria sanguinalis</i>	Ryegrass, Italian	<i>Lolium multiflorum</i>
Crabgrass, Smooth	<i>Digitaria ischaemum</i>	Ryegrass, Perennial	<i>Lolium perenne</i>

LANDSCAPE ORNAMENTAL USES

Use ROUNDUP QUIKPRO SC TOTAL HERBICIDE in residential, commercial, as well as federal, state and local plantings of ornamentals for non-selective weed control. Apply ROUNDUP QUIKPRO SC TOTAL HERBICIDE as a directed spray only to established (rooted) plants (plants that have been in the ground at the same location for one or more years) and not to newly rooted cuttings or seedlings. For best weed control, make applications prior to mulching. Plant damage will occur if ROUNDUP QUIKPRO SC TOTAL HERBICIDE contacts foliage.

Apply ROUNDUP QUIKPRO SC TOTAL HERBICIDE as a directed spray at 16 fl oz of product / 1000 sq ft around ornamentals. When applying ROUNDUP QUIKPRO SC TOTAL HERBICIDE with a backpack sprayer, follow all above restrictions.

When tank mixing with other products, it is the responsibility of the end-user/applicator to ensure that the tank-mix partner is registered in the state where the application is being made.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in original container and keep tightly closed. Store in a cool dry place and protect ROUNDUP QUIKPRO SC TOTAL HERBICIDE, from freezing temperatures.

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

CONTAINER HANDLING:

Rigid Non-Refillable containers with capacities smaller or equal to 5 gallons

Non refillable container. Do not reuse or refill this container. Tripled rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container $\frac{1}{4}$ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration.

IMPORTANT: READ BEFORE USE

Read the entire Directions for Use, Conditions, Disclaimer of Warranties, and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties, and Limitations of Liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Bayer CropScience LP. All such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience LP is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

LIMITATIONS OF LIABILITY: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT BAYER CROPSCIENCE LP'S ELECTION, THE REPLACEMENT OF PRODUCT.

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Produced for

Bayer Environmental Science

A Division of Bayer CropScience LP

5000 CentreGreen Way, Suite 400

Cary, NC 27513

Bayer



Roundup QuikPRO[®]

SC TOTAL Herbicide

RESIDUAL NON-SELECTIVE HERBICIDE

ACTIVE INGREDIENTS:

Indaziflam	0.089%
Diquat dibromide	0.890%
Glyphosate isopropylamine salt	20.460%
OTHER INGREDIENTS:	78.561%
TOTAL:	100.00%

Contains 1.87 lbs Glyphosate isopropylamine salt, 0.08 lbs Diquat dibromide and 0.008 lbs Indaziflam per gal

EPA Reg. No. 432-1532

KEEP OUT OF REACH OF CHILDREN CAUTION

See Back Panel for First Aid Instructions and Booklet for Complete Precautionary Statements and Directions for Use.

For MEDICAL and TRANSPORTATION Emergencies ONLY
Call 24 Hours A Day 1-800-334-7577

For PRODUCT USE Information Call 1-800-331-2867

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

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

ENVIRONMENTAL HAZARDS

This product is toxic to fish, aquatic invertebrates, and plants. To protect the environment, do not allow pesticide to enter or run off into storm drains, drainage ditches, gutters, or surface waters. Applying this product in calm weather when rain is not predicted for the next 24 hours will help to ensure that wind or rain does not blow or wash pesticide off the treatment area. This chemical has properties and characteristics associated with chemicals detected in groundwater. This chemical may leach into ground water if used in areas where soils are permeable, particularly where the water table is shallow. This pesticide may impact water quality due to runoff of rainwater. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having a high potential for reaching surface water via runoff for several months or more after application.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal. PESTICIDE STORAGE: Store in original container and keep tightly closed. Store in a cool dry place and protect ROUNDUP QUIKPRO SC TOTAL HERBICIDE from freezing temperatures. PESTICIDE DISPOSAL: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility. CONTAINER HANDLING: Rigid, Non-Refillable containers with capacities smaller or equal to 5 gallons: Non refillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use and disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration.

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 on skin:	<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 further treatment advice.
If in eyes:	<ul style="list-style-type: none"> Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for further treatment advice.

NOTE: Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may call toll-free 1-877-229-3763 for medical emergency information.

Active Ingredients: 20.460% glyphosate isopropylamine salt (CAS No. 38641-94-0), 0.890% diquat dibromide (CAS No. 85-00-7), and 0.089% indaziflam (CAS No. 950782-86-2).

Produced for

Bayer Environmental Science
A Division of Bayer CropScience LP
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Cary, NC 27513

Bayer

Contains

1.125 Gal. (144 Fl. Oz.)

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