



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

# Request for Quotation

RFQ NUMBER
6611C023

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2011				

BID OPENING DATE: 03/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) ADD THREE ADDITIONAL HERBICIDES TO THE BIDDING SCHEDULE TO BE USED IN ALL TEN DISTRICTS PER THE ATTACHED.		
				2.) PROVIDE A COPY OF THE MANDATORY PRE-BID SIGN IN SHEET.		
				*****END ADDUNDUM NO 1*****		
0001	1	EA		675-85		
				CONTRACT TO FURNISH: HERBICIDES		
				***** THIS IS THE END OF RFQ 6611C023 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

**INSTRUCTIONS TO BIDDERS**

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

HERBICIDES		% Concentration/ Pounds per Gallon of Active Ingredients	Estimated Quantity	Unit of Measure	Cost Per Unit of Measure	Extended Cost
Item #	Description					
DOH-38H	Water Soluble Dispersible Extruded Paste Granule Containing:					
	Aminocyclopyrachlor	39.50%				
	Chlorsulfuron	15.80%				
	Product Trade Name: Perspective™ or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 20 ounce containers in lots of 240 ounces		240	ounces		
	B) Supplied in 20 ounce jug		40	ounces		
	C) Supplied in 5 pound containers in lots of 40 pounds		80	pounds		
	D) Supplied in 5 pound jug		20	pounds		
DOH-39H	Water Soluble Dispersible Extruded Paste Granule Containing:					
	Aminocyclopyrachlor	39.50%				
	Metsulfuron methyl	12.60%				
	Product Trade Name: Streamline™ or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 3 pound containers in lots of 24 pounds		96	pounds		
	B) Supplied in 3 pound jug		96	pounds		
DOH-40H	Water Soluble Dispersible Extruded Paste Granule Containing:					
	Imazapyr	31.60%				
	Aminocyclopyrachlor	22.80%				
	Metsulfuron methyl	7.30%				
	Product Trade Name: Viewpoint™ or equal _____					
	EPA Registration Number: _____					
	A) Supplied in 5 pound containers in lots of 40 pounds		100	pounds		
	B) Supplied in 5 pound jug		100	pounds		

Request for Quotation Number: 6611C023 Date: 2/18/2011

Project Description: Herbicides and Adjuvants

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

Firm Name:	<u>Arborchem</u>
Firm Address:	<u>941 Nixon Drive Mechanicsburg, PA 17055</u>
Representative Attending:	<u>Todd Hagenbuch</u>
Phone Number:	<u>570-401-7098</u>
Fax Number:	<u>717-795-8234</u>
Email Address:	<u>thagenbuch@arborchem.com</u>

Firm Name:	<u>Division of Highways</u>
Firm Address:	
Representative Attending:	<u>Syble Atkins</u>
Phone Number:	<u>304-558-9495</u>
Fax Number:	
Email Address:	<u>Syble.a.atkins@wv.gov</u>

Firm Name:	<u>Cmc Chemical Inc</u>
Firm Address:	<u>24 Simmons Dr. Cloverdale, VA 24077</u>
Representative Attending:	<u>BOBBIE TURNER</u>
Phone Number:	<u>800-380-9903</u>
Fax Number:	<u>540-992-3601</u>
Email Address:	<u>BTURNER@cmc-chemical.com</u>

Firm Name:	<u>Division of Highways</u>
Firm Address:	
Representative Attending:	<u>Keith Lynch</u>
Phone Number:	<u>304-420-4719</u>
Fax Number:	
Email Address:	<u>E.Keith.Lynch@WV.gov</u>

Firm Name:	<u>CSM / Summit Helicopters</u>
Firm Address:	<u>P.O. Box 39 Cloverdale VA 24077</u>
Representative Attending:	<u>Richard Chase</u>
Phone Number:	<u>540-992-5500</u>
Fax Number:	<u>540-992-5503</u>
Email Address:	<u>summit.helo@rbnet.com</u>

Firm Name:	<u>WVDOH</u>
Firm Address:	
Representative Attending:	<u>EUGENE TUCKWILLER</u>
Phone Number:	<u>304-487-5233</u>
Fax Number:	
Email Address:	<u>EUGENE.R.TUCKWILLER@WV.GOV</u>

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Firm Name:	<u>NOWCO Inc</u>
Firm Address:	<u>PO Box 21757 Columbus OH 43221</u>
Representative Attending:	<u>Michael Jennings</u>
Phone Number:	<u>614-989-4275</u>
Fax Number:	<u>614 486-7531</u>
Email Address:	<u>mike.jennings@nowcoinc.com</u>

Firm Name:	<u>Shirley Stone</u>
Firm Address:	<u>DOA - Purchasing</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Crop Production Services, Inc.</u>
Firm Address:	<u>1856 Touchstone Road Colonial Heights, VA 23834</u>
Representative Attending:	<u>Charlie Smyth</u>
Phone Number:	<u>804 520-6789</u>
Fax Number:	<u>804 520-0089</u>
Email Address:	<u>Charles.Smyth@cpsaguy.com</u>

Firm Name:	<u>Angi Moorme</u>
Firm Address:	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>WV DOH</u>
Firm Address:	<u>BLDG. 5 Room 350 1900 Kanawha Blvd. E. CHARLESTON, WV 25305</u>
Representative Attending:	<u>HEATHER HUFFMAN</u>
Phone Number:	<u>304-558-9430</u>
Fax Number:	
Email Address:	<u>Heather.J.Huffman@wv.gov</u>

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