



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

Request for Quotation

RFQ NUMBER
6612C015

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	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.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 6612C015

Date: 2/23/2012 11:00

Project Description: Herbicides

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

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

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

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

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

Firm Name:	<u>Summit Helicopters Inc (C3m)</u>
Firm Address:	<u>P.O. Box 39</u> <u>Cloverdale Va. 24077</u>
Representative Attending:	<u>Barry W. Clinevell</u>
Phone Number:	<u>540-992-5500</u>
Fax Number:	<u>540-992-5503</u>
Email Address:	<u>SummitSales@RBNET.COM</u>

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

SIGN IN SHEET

Request for Quotation Number: **6612C015**

Date: **2/23/2012 11:00**

Herbicides

Project Description:

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Firm Name:	<i>Arborehera Products</i>
Firm Address:	<i>943 Wixon Dr Mechanicsburg, PA 17053</i>
Representative Attending:	<i>Joe Lentz</i>
Phone Number:	<i>215 760 9420</i>
Fax Number:	<i>717 766 6661</i>
Email Address:	<i>j.lentz@arborehera.com</i>

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

Firm Name:	<i>DOH</i>
Firm Address:	<i>1900 Kanawha Blvd, E Bldg 5, A350 Charleston WV 25305</i>
Representative Attending:	<i>Syble Atkins</i>
Phone Number:	<i>304-558-9495</i>
Fax Number:	<i>304-558-2915</i>
Email Address:	<i>Syble.a.atkins@wv.gov</i>

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

Firm Name:	
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Representative Attending:	
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