

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	2/7/19	Page	1 of 5
Solicitation Number	6017 OF		
Opening Date and Time	02/28/19	2:00 PM	
Buyer	CHRISTIE KELLY (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

**NEBRASKA CONTRACTOR AFFADAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Chemicals for Noxious Weed and Pest Control to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(2/4/19 sc)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	2,4-D LV6 2.5 GAL CONTAINERS OR EQUIVALENT  BRAND NAME: <u>De-Ester LV6#</u> ITEM NUMBER: <u>None</u> STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>	40.0000	EA	\$ <u>48.60</u>	# <u>1,944.00</u>
2	HI-DEP 2.5 GAL CONTAINERS	250.0000	EA	\$ <u>47.20</u>	# <u>11,800.00</u>

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_ % \_\_\_\_\_ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section 10) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign [Signature] Tim Smith Region Manager  
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
VENDOR: Nutrien Ag Solutions, Inc.  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact William "Bill" Walker  
Telephone 605-642-3800 Office  
Facsimile 605-642-3784  
Email william.walker@nutrien.com

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	OR EQUIVALENT				
	BRAND NAME: <u>Hi Dep</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
3	TORDON 22K 1 GAL CONTAINERS OR EQUIVALENT	240.0000	EA	<u>\$ 44.60</u>	<u>\$ 10,704.00</u>
	BRAND NAME: <u>Tordon 22K</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
4	GRAZON P&D 2.5 GAL CONTAINERS OR EQUIVALENT	2,200.0000	EA	<u>\$ 61.15</u>	<u>\$ 134,530.00</u>
	BRAND NAME: _____				
	ITEM NUMBER: _____				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
5	GRAZON NEXT 2 GAL CONTAINERS OR EQUIVALENT	350.0000	EA	<u>\$ 89.44</u>	<u>\$ 31,304.00</u>
	BRAND NAME: <u>GrazonNext HL</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
6	PLATEAU 1 GAL CONTAINERS OR EQUIVALENT	4.0000	EA	<u>\$ 95.00</u>	<u>\$ 380.00</u>

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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	BRAND NAME: <u>Panoramic 25L Herbicide</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
7	ESCORT 8 OUNCE CONTAINERS OR EQUIVALENT	144.0000	EA	<u>\$16.96</u>	<u>\$2,442.24</u>
	BRAND NAME: <u>Escort XP Herbicide</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
8	ESCORT 16 OUNCE CONTAINERS OR EQUIVALENT	144.0000	EA	<u>\$33.92</u>	<u>\$4,884.48</u>
	BRAND NAME: <u>Escort XP Herbicide</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
9	METHYLATED SEED OIL 2.5 GAL CONTAINERS OR EQUIVALENT	500.0000	EA	<u>\$31.10</u>	<u>\$15,550.00</u>
	BRAND NAME: <u>MSO</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
10	OVERDRIVE 7.5 LB CONTAINERS OR EQUIVALENT	330.0000	EA	<u>\$250.05</u>	<u>\$82,516.50</u>

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	BRAND NAME: <u>Overdrive Herbicide</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
11	DOW MILESTONE 1 QT CONTAINERS OR EQUIVALENT	60.0000	EA	<u>\$ 70.75</u>	<u>\$ 4,245.00</u>
	BRAND NAME: <u>Milestone</u>				
	ITEM NUMBER: <u>none</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
12	DOW MILESTONE 2.5 GAL CONTAINERS OR EQUIVALENT	10.0000	EA	<u>\$ 692.50</u>	<u>\$ 6,925.00</u>
	BRAND NAME: <u>Milestone</u>				
	ITEM NUMBER: <u>none</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
13	BANVEL 2.5 GAL CONTAINERS OR EQUIVALENT	100.0000	EA	<u>\$ 86.50</u>	<u>\$ 8,650.00</u>
	BRAND NAME: <u>Rifle Herbicide</u>				
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID: <u>Burwell, Broken Bow</u>				
14	PRONONE POWER PILLS, PER PAIL OR EQUIVALENT	22oz = 12.0000	EA	<u>\$ 90.45 ea</u>	<u>\$ 1,085.40</u>
	BRAND NAME: <u>Pronone Power Pills 12.000</u>		EA	<u>\$ 315.60 ea</u>	<u>\$ 3,787.20</u>
	<u>5.5lb =</u>				

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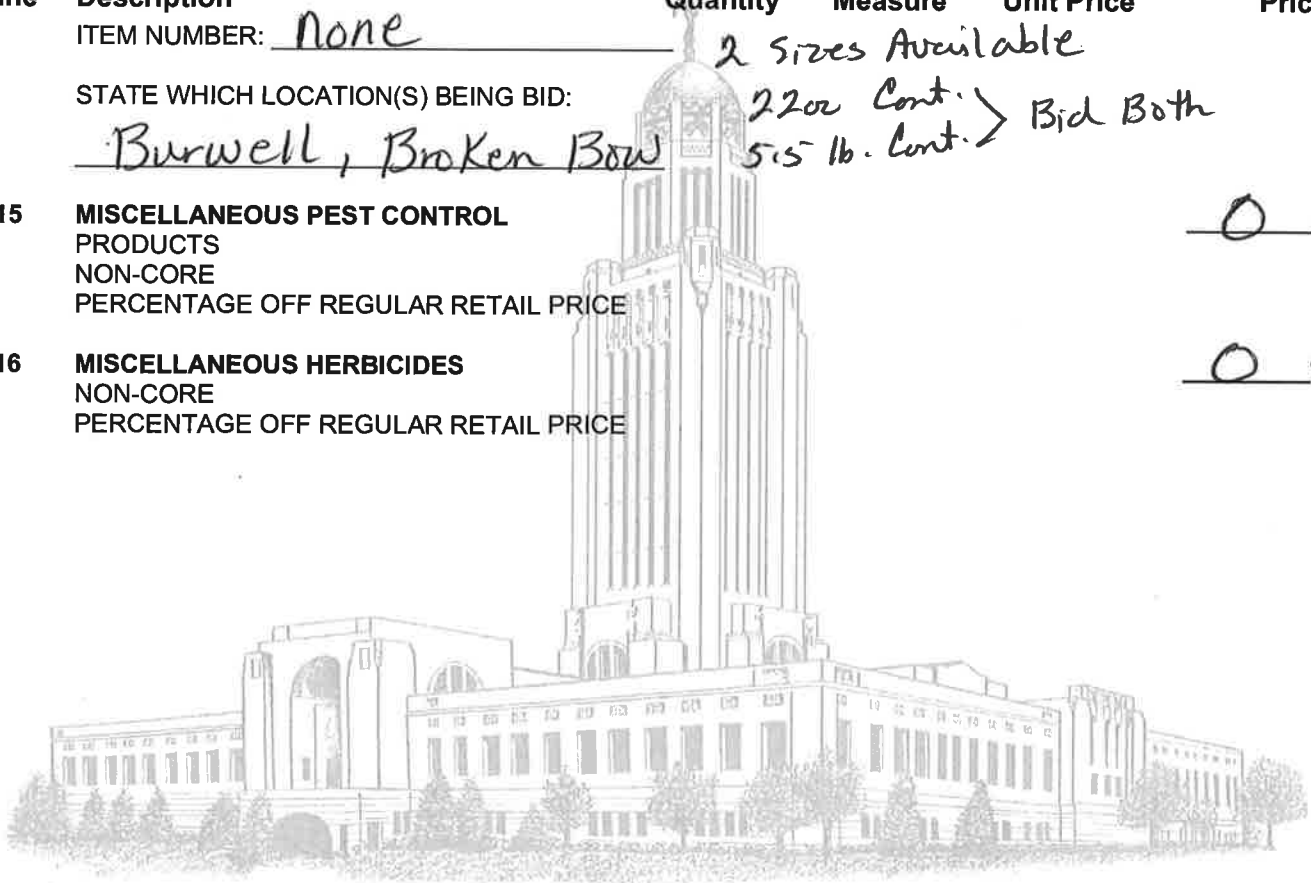
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## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ITEM NUMBER: <u>None</u>				
	STATE WHICH LOCATION(S) BEING BID:				
	<u>Burwell, Broken Bow</u>				
		<u>2 Sizes Available</u>			
		<u>22oz Cont.</u>			
		<u>5.5 lb. Cont.</u>			
				<u>Bid Both</u>	
15	MISCELLANEOUS PEST CONTROL PRODUCTS NON-CORE PERCENTAGE OFF REGULAR RETAIL PRICE				<u>0</u> %
16	MISCELLANEOUS HERBICIDES NON-CORE PERCENTAGE OFF REGULAR RETAIL PRICE				<u>0</u> %



## INVITATION TO BID Number 6017 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a Commodity contract, ITB Number 6017 OF for the purpose of selecting a qualified Bidder to provide **Chemicals for Noxious Weed and Pest Control**. Specifications can be found in Sections II, III, IV and VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State . The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

### INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this ITB will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this ITB, specifically waives any copyright or other protection the contract, bid, or response to the ITB may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this ITB, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the ITB being found non-responsive and rejected.

**Any entity awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

**Late Bid:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal bids.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

**Proposal:** See Bid.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Responsible Bidder:** A Bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and

reliability to assure good faith performance.

**Responsive Bidder:** A Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Service:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product of service.

**Vendor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or goods under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing **Chemicals for Noxious Weed and Pest Control** at a competitive and reasonable cost. A detailed description can be found in Sections II, III, IV and VI.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Christie Kelly  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500

E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

**D. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release ITB	February 7, 2019
2.	Last day to submit written questions	February 14, 2019
3.	State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	February 21, 2019
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 28, 2019 2:00 PM Central Time

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 6017 OF; **Chemicals for Noxious Weed and Pest Control** Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**G. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State,

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

**H. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**I. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this ITB, including any activity related to bidding on this ITB.

**J. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**K. PRICES**

Prices submitted on the ITB and/or Bid sheet shall remain fixed for the first year of the contract. Requests for an increase should be submitted in writing to the State Purchasing Bureau any time after the initial term with thirty (30) days written notice. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

**L. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**M. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**N. LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted. Bidders should note in the bid response if their bid is "Lump Sum" or "All or None".

**O. BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II, III, IV and VI; and,
4. Completed ITB Form or State's Bid Sheet.

**P. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**Q. SUBMISSION OF BIDS**

**\*\*\*ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!\*\*\***

Only one (1) original bid shall be submitted. If additional bids are submitted each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section I, Subsection B on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

**R. EMAIL SUBMISSIONS**

SPB will not accept bids by email except for one-time purchases under \$50,000.00.

**S. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**T. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

**U. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**V. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

**W. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**X. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**Y. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

**Z. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**AA. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such



waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

Accept or reject a portion of or all of a bid;  
Accept or reject all bids;  
Withdraw the ITB;  
Elect to rebid the ITB;  
Award single lines or multiple lines to one or more Bidders; or,  
Award one or more complete contracts.

It is expected that multiple awards may be made in or near the following locations:

1. The area in, or near Burwell, NE;
2. The area in, or near Broken Bow, NE
3. The area in or near McCook, NE

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

Price;  
Location;  
Quality;  
Delivery time; and,  
State contract management requirements and/or costs.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II, III, IV and VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WMSW			

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
wm w			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. NOTICE (POC)**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
wm w			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**F. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**G. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**H. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**I. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State

Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**5. ALL REMEDIES AT LAW**

Nothing in this agreement shall be construed as an indemnification by one-party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**J. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**K. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**L. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**M. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**N. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**O. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service

obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

- a. if directed to do so by statute;
- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

P. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.



**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
wm w			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The

Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage. The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance**

carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>BUILDERS RISK</b>	
All Risk Insurance – Cost of the Job including Soft Costs	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CONTRACTOR'S POLLUTION LIABILITY</b>	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Donita From  
 Board of Educational Lands and Funds  
 555 North Cotner Blvd.  
 Lincoln, NE 68505  
 402-471-2060 ext. 21  
[Donita.from@nebraska.gov](mailto:Donita.from@nebraska.gov)

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**J. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**K. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**L. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**M. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.

**N. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

Neb. Rev. Stat. §§ 73-501 through 73-509 says "payments shall be made when contractual deliverables are received or in accordance with specific contractual terms and conditions." Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
WM W			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices to be submitted immediately following delivery of items purchased by the State and/or its authorized representative (i.e. Invoices are NOT to be held until month end for submission). The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.



**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
Wm W			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. SCOPE OF WORK

The Bidder should provide the following information in response to this ITB.

### A. SCOPE

It is the intent of this bid invitation to establish a contract to supply **Chemicals for Noxious Weed and Pest Control** per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4), one (1) year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

### B. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

### C. REVISIONS

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
WMMW X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
WMMW X			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
X WMMW			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

**C. TECHNICAL SPECIFICATION: CHEMICALS FOR NOXIOUS WEED AND PEST CONTROL**

YES	NO	NO & PROVIDE ALTERNATIVE	
WMMW X			1. 2,4-D LV6, 2.5 gallon containers, or Equivalent
WMMW X			2. HI-DEP, 2.5 gallon containers, or Equivalent
WMMW X			3. TORDON 22K, 1 gallon containers, or Equivalent
WMMW X			4. GRAZON P&D, 2.5 gallon containers, or Equivalent
WMMW X			5. GRAZON NEXT, 2 gallon containers, or Equivalent

		WOW X See →	6. PLATEAU, 1 gallon containers, or Equivalent <i>Panoramie 25L Herbicide bid</i>
WOW X			7. ESCORT, 8 ounce containers, or Equivalent
WOW X			8. ESCORT, 16 ounce containers, or Equivalent
WOW X			9. METHYLATED SEED OIL, 2.5 gallon containers, or Equivalent
WOW X			10. OVERDRIVE, 7.5 pound containers, or Equivalent
WOW X			11. DOW MILESTONE, 1 quart containers, or Equivalent
WOW X			12. DOW MILESTONE, 2.5 gallon containers, or Equivalent
		WOW X See →	13. BANVEL, 2.5 gallon containers, or Equivalent <i>Rifle Herbicide bid</i>
WOW X			14. PRONONE POWER PILLS, per pail, or Equivalent
<p>NOTES/COMMENTS: <i>Item 6 we bid alternative product Panoramie 25L Herbicide (Same as Plateau)</i>  <i>Item 13. we bid our own brand dicamba - Rifle Herbicide Has all same labeling + use sites + same as Banvel</i></p>			

D. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
WOW X			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
WOW X			2. 2,4-D LV6, 2.5 gallon containers, 40 each
WOW X			3. HI-DEP, 2.5 gallon containers, 250 each
WOW X			4. TORDON 22K, 1 gallon containers, 240 each
WOW X			5. GRAZON P&D, 2.5 gallon containers, 2,200 each
WOW X			6. GRAZON NEXT, 2 gallon containers, 350 each
WOW X			7. PLATEAU, 1 gallon containers, 4 each
WOW X			8. ESCORT, 8 ounce containers, 144 each
WOW X			9. ESCORT, 16 ounce containers, 144 each
WOW X			10. METHYLATED SEED OIL, 2.5 gallon containers, 500 each
WOW X			11. OVERDRIVE, 7.5 pound containers, 330 each

X W M W			12. DOW MILESTONE, 1 quart containers, 60 each
X W M W			13. DOW MILESTONE, 2.5 gallon containers, 10 each
X W M W			14. BANVEL, 2.5 gallon containers, 100 each
X W M W			15. PRONONE POWER PILLS, per pail, 12 each
NOTES/COMMENTS:			

**E. WAREHOUSE LOCATION REQUIREMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
X W M W			1. BELF has no warehouse facilities; therefore, it is required that the Bidder shall warehouse products.
X W M W			2. Bidder, please bid on any or all locations below and specify the city and state of each warehouse location being bid:
		X W M W See Attached	a. <b>Burwell area</b> or within a 30 mile radius Please specify city and state of warehouse location: _____
		NO Bid on this Area W M W	b. <b>McCook area</b> or within a 30 mile radius Please specify city and state of warehouse location: <u>NO Bid</u>
		X W M W See Attached	c. <b>Broken Bow area</b> or within a 30 mile radius Please specify city and state of warehouse location: _____
NOTES/COMMENTS: See Attached Sheet			

**F. WAREHOUSE PICK UP LOCATION, HOURS AND STAFF INSTRUCTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
		X W M W See Attached Notes:	1. Chemicals are to be picked up at the bidder's warehouse, as needed, during regular business hours of the warehouse by BELF Noxious Weed Personnel and/or other BELF personnel as needed.  Noxious Weed contact:  Larry Gibbens P.O. Box 397 Sargent, NE 68874 (308) 631-1822 (cellular)
		X See Notes	2. All staff picking up product will provide State I.D. card, if requested.



5230 AIRPORT ROAD  
SPEARFISH, SOUTH DAKOTA 57783  
VEGETATION MANAGEMENT PRODUCTS / VEGETATION MANAGEMENT CONSULTING  
(866) 642-3800 Office Toll Free (605) 642-3800 Office (605) 642-3784 Fax Line (605) 645-1636 Bill's Mobile Phone

February 25, 2019

State of Nebraska  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

Solicitation Number: 6017 OF  
Buyer: Christie Kelly  
Opening Date and Time: February 28, 2019 – 2:00 P.M.

Dear Ms. Kelly,

Please find the notes and comments on the following questions.

**E. Warehouse Location and Requirements.**

For the two areas bid, Nutrien Ag Solutions does not have warehouses within 30 miles of Burwell, NE or Broken Bow, NE but can service these areas from its Spearfish, SD location in a timely manner, we will ship to the designated location address as needed for the products needed and in most all cases can have products to these locations in 4 to 7 working days from order dates, there are no shipping or delivery charges charged for this, delivery is completed by either our own trucks or common carriers (whichever is faster at the time of orders) and delivery times are communicated with the contact person at the location ordering products.

Please consider this method of delivery in your evaluation of our bids, we have worked with several other Nebraska Government agencies with no servicing problems with our delivery.

**F. Warehouse Pick Up Location, Hours and Staff Instructions.**

By delivering all products purchased in the Burwell, NE and Broken Bow, NE locations there will be no need for any pickups by any BELF staff personal, all products would be delivered as needed to the requested location and signed for at the time of deliveries, all deliveries would be accomplished during regular business hours in these areas, warehouse operation hours would not be needed in this case.

Nutrien Ag Solutions would deliver as needed several times a year within reason, couple times a week on orders would not be a problem in working with this method of herbicide supplies, again, we can normally have products to these locations in 4 to 7 working days.

If you have any further questions, please feel free to contact me at any of the above numbers.

Sincerely,

  
William "Bill" Walker

**Territory Manager**

SD, ND, IA, NE

Cell# 1-605-645-1636

[william.walker@nutrien.com](mailto:william.walker@nutrien.com)

*Nutrien Solutions – Vegetation Management Solutions for a Changing Environment*

		X WmW Please see notes Attached	3. At the time items are picked up from warehouse, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items picked up agree with the "invoice/packing slip". This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
X WmW			4. Please specify business hours and days of operation for the following locations:
		X WmW	a. <b>Burwell area</b> or within a 30 mile radius Days and hours of operation for warehouse location: _____
		X WmW No Bid	b. <b>McCook area</b> or within a 30 mile radius Days and hours of operation for warehouse location: <u>No Bid This Area</u>
		X WmW	c. <b>Broken Bow area</b> or within a 30 mile radius Days and hours of operation for warehouse location: _____
NOTES/COMMENTS: See Attached Sheet WmW			

G. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
X WmW			1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
NOTES/COMMENTS:			

H. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X WmW			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice.  ***Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

I. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X W M W			<p>1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.</p> <p>All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.</p> <p>Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.</p>
W M W X			<p>2. MSDS sheets to be provided upon request from the Nebraska State Purchasing Bureau or Nebraska State Agency.</p>
NOTES/COMMENTS:			

J. CORE LIST and CATALOG/NON-CORE

YES	NO	NO & PROVIDE ALTERNATIVE	
W M W X			<p>1. The State intends to enter into a Contract(s) for <b>Chemicals for Noxious Weed and Pest Control</b> for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a <b>Core List</b> and additional items identified as a <b>Catalog/Non-Core List</b>.</p>
W M W X			<p>2. <b>Catalog/Non-Core List</b> items shall be represented by a catalog(s) or current manufacturer price list(s) containing items not called out in the <b>Core List</b>.</p>
X W M W			<p>3. The <b>Core List</b> shall contain the most repetitively purchased Chemicals for Noxious Weed and Pest Control and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The <b>Core List</b> shall be subject to a greater discount than the <b>Catalog/Non-Core</b> item list. The State will not accept substitutions on the products listed on the <b>Core List</b>.</p>
X W M W			<p>4. The <b>Core List</b> identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the <b>Core</b> Item list based on usage.</p>
W M W X			<p>5. <b>Catalog/Non-Core List</b> items are defined as those additional items available from the vendor not listed as part of the <b>Core List</b>. All items not included on the <b>Core List</b> shall be considered <b>Catalog/Non-Core</b> Items.</p>
W M W X			<p>6. Prices for <b>Catalog/Non-Core</b> items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the <b>Catalog/Non-Core</b> items shall remain firm for the duration of the contract period.</p>



WmW X			7. At the request of SPB, the vendor shall block availability on certain <b>Catalog/Non-Core</b> items as identified by SPB.
NOTES/COMMENTS:			

K. PRICE

YES	NO	NO & PROVIDE ALTERNATIVE	
X WmW			1. Prices quoted for products on the <b>Core List</b> and <b>Catalog/Non-Core</b> items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State. Vendor cannot impose any additional service fees. Vendor shall inform the SPB in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.
X WmW			2. NO price increases are to be billed to the State facilities without prior written approval by the SPB.
X WmW			3. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.
X WmW			4. It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.
NOTES/COMMENTS:			

L. CORE LIST PRICING

YES	NO	NO & PROVIDE ALTERNATIVE	
X WmW			<p>1. Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions. A manufacturer's model/number has been provided for each item. All bid units should match exactly.</p> <p><b>NOTE:</b> If vendor fails to provide a price on any items, those items for that vendor will be adjusted to the highest quoted price for those items. In those cases where items may have more than one brand name, the vendor may bid on either brand. Please indicate which brand was bid. Bidder must complete the ITB. Please pay special attention to the unit of measure.</p>

W M W X			<p>2. <b>Core</b> List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. <b>Core</b> List pricing is to remain firm for the initial first year of the contract. Any Invitation To increase must be submitted in writing to the SPB a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract.</p>
NOTES/COMMENTS:			

**M. CATALOG/NON-CORE LIST PRICING**

YES	NO	NO & PROVIDE ALTERNATIVE	
W M W X			<p>1. <b>Catalog/Non-Core</b> item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency.</p> <p>Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract.</p> <p>During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the SPB and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the SPB.</p>
W M W X			<p>2. Discounts for <b>Catalog/Non-Core</b> items shall be applied to products as presented in the ITB. Bidder shall include each manufacturer's list price schedule to coincide with manufacturers list discount schedule.</p>
W M W X			<p>3. Prices for <b>Catalog/Non-Core</b> items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list.</p> <p>The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the SPB upon request.</p>
W M W X			<p>4. The pricing structure, consisting of all pricing formulas and pertinent information, for all <b>Catalog/Non-Core</b> items must be clearly defined and documented for future auditing purposes.</p>
W M W X			<p>5. The percentage discount rate for <b>Catalog/Non-Core</b> items or categories will not decrease during the life of the contract.</p>
W M W X			<p>6. A firm percentage rate must be quoted, a range of percentages will not be considered.</p>
W M W X			<p>7. Catalog/Non-Core Categories have been identified as follows:</p>

W M W X			<p>a. Miscellaneous Pest Control Products (excluding core items)</p> <p>b. Miscellaneous Herbicides (excluding core items)</p>
W M W X			8. Furniture is not to be made available for purchase by state agencies without approval from the SPB and must be blocked in vendor's order system.
NOTES/COMMENTS:			

**N. PRICE LISTS AND CATALOGS**

YES	NO	NO & PROVIDE ALTERNATIVE	
W M W X			<p>1. After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this ITB for distribution to any requesting state agency at no charge, within ten (10) days of request.</p> <p>Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.</p>
NOTES/COMMENTS:			

**O. USAGE REPORTS - CORE LIST and CATALOG/NON-CORE**

YES	NO	NO & PROVIDE ALTERNATIVE	
W M W X			<p>1. Usage reports of the resulting contract may be requested from the Vendor by the SPB at any time, as determined by the State. The reporting period may be determined based on need (monthly, quarterly, yearly, etc...) and may include the following:</p> <p>a. Agency Name;</p> <p>b. Item and Item Number;</p> <p>c. Fill rate information for Core and Non-Core items, statewide and by agency, to include the number of orders received, orders processed, back orders, and partially filled orders;</p> <p>d. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold and/or,</p> <p>e. Any additional report the SPB may deem necessary.</p>
NOTES/COMMENTS:			

P. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
W M W X			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

Q. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
W M W X			1. Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Contractor. Defective parts or those damaged in shipment must be replaced by the Contractor at no charge to the State. The manufacturer's standard warranty shall apply and be in effect for at least one (1) year from the date the equipment was placed in service.
NOTES/COMMENTS:			

R. SUBSTITUTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
W M W X			1. Vendor will not substitute any <b>Core</b> item that has been awarded without prior written approval of SPB.
NOTES/COMMENTS:			

S. SECRETARY OF STATE REGISTRATION REQUIREMENTS

\*\*\*CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES\*\*\*

YES	NO	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
		<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
		<p>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
		<p>3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
<p>W M W X</p>		<p>4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>
<p>NOTES/COMMENTS:</p>		

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 6017 OF**

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

<b>Preparation of ITB Contact Information</b>	
Bidder Name:	Nutrien Ag Solutions
Bidder Address:	5230 Airport Road Spearfish, SD
Contact Person & Title:	William "Bill" Walker, Territory Manager
E-mail Address:	William.Walker@nutrien.com
Telephone Number (Office):	1-866-642-3800 Toll Free
Telephone Number (Cellular):	1-605-645-1636 William Walker
Fax Number:	1-605-642-3784

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

<b>Communication with the State Contact Information</b>	
Bidder Name:	Nutrien <sup>Ag</sup> Solutions
Bidder Address:	5230 Airport Road Spearfish, SD 57783
Contact Person & Title:	William "Bill" Walker, Territory Manager
E-mail Address:	William.Walker@nutrien.com
Telephone Number (Office):	1-866-642-3800 Toll Free
Telephone Number (Cellular):	1-605-645-1636 William Walker
Fax Number:	1-605-642-3784

## ADDENDUM ONE QUESTIONS and ANSWERS

Date: February 21, 2019

To: All Bidders

From: Christie Kelly, Buyer  
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 6017 OF to be opened February 28, 2019, at 2:00 P.M. Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			<p>On the individual products they list an item number, what are you wanting?</p> <p>Vendor Number?</p>	<p>All of the items on the ITB are an Item Explanation "Or Equivalent". The spaces below the descriptions are for the following:</p> <p>Brand Name: This area is to enter the Name of the Product being bid.</p> <p>Item Number: This is your item number of the product that you are bidding.</p> <p>The Vendor Number: This is a number, which you have or will be assigned once you have completed the Vendor Application on the SPB website. If awarded, you will need to accomplish this to do business with the State of Nebraska</p>

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid response.



# Products Catalog





5230 AIRPORT ROAD  
SPEARFISH, SOUTH DAKOTA 57783  
VEGETATION MANAGEMENT PRODUCTS / VEGETATION MANAGEMENT CONSULTING  
(866) 642-3800 Office Toll Free (605) 642-3800 Office (605) 642-3784 Fax Line (605) 645-1636 Bill's Mobile Phone

**SPECIALITY PRODUCTS GUIDE & PRICE LISTING  
EFFECTIVE: JANUARY 2019**

**PRODUCTS FOR:**

**INVASIVE, NOXIOUS & NUISANCE WEED CONTROL**

**TREE, BRUSH & STUMP CONTROL**

**RANGE & PASTURE WEED CONTROL**

**SHELTERBELTS & FORESTRY WEED CONTROL**

**RIGHT-A-WAY WEED AND BRUSH MANAGEMENT PRODUCTS**

**ANIMAL, GOOSE, WILDLIFE & BIRD REPELLANTS**

**WILDLIFE FOOD PLOTS, CRP AND NATIVE GRASS ESTABLISHMENT**

**MARKING DYES, SURFACTANTS, DRIFT CONTROL, DEFOAMERS, TANK CLEANER & WATER CONDITIONER PRODUCTS**

**BAREGROUND / TOTAL VEGETATION CONTROL**

**SALT CEDAR & RUSSIAN OLIVE CONTROL**

**AQUATIC WEED & PEST MANAGEMENT / CONTROL**

**TURF & ORNAMENTAL WEED & PEST CONTROL**

**VECTOR CONTROL PRODUCTS \*\*\* (MOSQUITO, FLY AND OTHER PESTS)**

**GOPHER, MOLE & PRAIRIE DOG BAITS & CONTROL PRODUCTS**

**SOIL STABILIZATION PRODUCTS**

**FOR ORDERS CALL:**

**WILLIAM "BILL" WALKER**

**1-(605) 645-1636 MOBILE PHONE**

**TERRITORY MANAGER**

**SD, ND, IA, NE**

**OR**

**SPEARFISH, SD WAREHOUSE LOCATION**

**JOHN SCHMIDT / WAREHOUSE MANAGER**

**1-866-642-3800 TOLL FREE 1-605-642-3800 OFFICE**

**1-605-642-3784 FAX**

All current labels and MSDS sheets will be supplied on all products at request or time of deliveries or can be gotten from the following web site – [www.cdms.net](http://www.cdms.net)

All pricing is delivered to your location(s) as requested or required.

All shipping will be done as per requested, in most cases we can have products to you in 4 to 7 days.

All terms are net 30 days unless other arrangements have been made

For all orders please contact William “Bill” Walker at 1-605-645-1636 (mobile phone) / email at [william.walker@nutrien.com](mailto:william.walker@nutrien.com) or our Spearfish, SD warehouse at 1-866-642-3800 toll free – John Schmidt, warehouse manager.

If you have any questions, please feel free to contact me at any of the above numbers.

Sincerely,

**William “Bill” Walker**  
Territory Manager  
SD, ND, IA, NE  
Cell# 1-605-645-1636  
[william.walker@nutrien.com](mailto:william.walker@nutrien.com)

**Nutrien**  
Solutions

*Nutrien Solutions – Vegetation Management Solutions for a Changing Environment*



**NUTRIEN SOLUTIONS – TERMS AND CONDITIONS:**

**ALL TERMS ARE NET 30 DAYS or C.O.D – ALL C.O.D. TERMS ARE PREPAY WITH CASH, CHECK OR CREDIT CARD**

**IF TERMS LONGER THEN 30 DAYS ARE REQUIRED THEN THESE "NEED" TO BE SETUP IN ADVANCE  
(PLEASE NEGOCIATE THESE WITH YOUR APPROPRIATE TERRITORY MANAGERS)**

**A MINIMUM SERVICE CHARGE PER MONTH "WILL BE ADDED" TO ALL PAST DUE ACCOUNTS – THIS CHARGE WILL BE ADDED TO THE STATEMENTS**

**ANY ACCOUNT MORE THEN 30 DAYS PAST THE DUE DATE WILL BE PUT ON AUTOMATIC HOLD AND PURCHASES CAN ONLY BE C.O.D. AFTER THAT POINT – THERE ARE NO EXCEPTIONS TO THIS**

**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE**

**APPROPRIATE STATE, COUNTY AND –OR-CITY SALES TAXES WILL BE CHARGED UNLESS NUTRIEN SOLUTIONS HAS THE APPROPRIATE SALES TAX FORMS ON FILE**

**NO RESTRICTED USE PESTICIDES WILL BE SOLD UNLESS NUTRIEN SOLUTIONS HAS THE APPROPRIATE CERTIFIED APPLICATIONS LICENSE NUMBER(S) ON FILE OR FORMS HAVE BEEN FILLED OUT**

**ALL ORDERS ARE SUBJECT TO PRODUCT AVAILABILITY AND PRICING IN EFFECT AT THE TIME OF DELIVERY, PLACEMENT OF AN ORDER DOES NOT GUARANTEE PRICE**

**SOME PRODUCTS HAVE GEOGRAPHIC RESTRICTIONS – PLEASE CHECK WITH YOUR TERRITORY MANAGER ON THESE**

**ORDERS LESS THEN 70 POUNDS AND SMALLER ORDERS MAY BE SHIPPED UPS GROUND, NUTRIEN SOLUTIONS WILL PAY UPS CHARGES ON ORDERS OF \$500.00 OR MORE, ORDERS LESS THEN \$500.00 UPS CHARGES WILL BE ADDED TO CUSTOMER INVOICE FOR CUSTOMER TO PAY. IT IS NUTRIEN SOLUTIONS POLICY TO "NOT SHIP ANY HAZARDOUS MATERIALS" UPS; THESE PRODUCTS WILL HAVE TO BE SHIPPED VIA OUR OWN TRUCKS AND MAY TAKE A FEW EXTRA DAYS.**

**THERE ARE NO RETURNS OF PRODUCTS UNLESS AUTHORIZED BY PREVIOUS CORRESPONDENCE AND "THERE ARE NO RETURNS ALLOWED ON ANY PRODUCTS PURCHASED MORE THAN 90 DAYS PREVIOUS"**

***PLEASE BE SURE TO READ AND FOLLOW "ALL" LABELED DIRECTIONS ON ANY AND ALL PRODUCTS YOU PURCHASE***

***"PLEASE REMEMBER"***

***THE LABEL IS THE LAW ON LEGALLY APPLYING ANY PESTICIDE  
ONLY YOU CAN PROTECT OUR INDUSTRY AND ENVIROMENT***

***" IF YOU DON'T – SOMEBODY ELSE WILL"***

PRODUCT	SIZE	PRICE PER	USAGE SITE	COMMENTS
4# 2,4-D AMINE - PLATOON	2 X 2.5 GAL.	\$12.60 GAL.	NOXIOUS WEEDS	PLATOON IS A PREMIUM GRADE 2,4-D 4# AMINE HERBICIDE, IT HAS
4# 2,4-D AMINE - PLATOON	30 GAL. DRUM	\$12.40 GAL.	GENERAL WEEDS	AQUATIC LABELING BUILT IN THE LABEL AND IS NOT A SUPPLEMENTAL
4# 2,4-D AMINE - WEEDAR 64	265 GAL. TOTE	\$12.30 GAL.	TURF & CROPS	LOW ODOR AND FORMULATED FOR HARD WATER COMPATIBILITY.
4# 2,4-D AMINE- LPI Amine	4 X 1 GAL.	\$16.20 GAL.	GENERAL / NOXIOUS	
4# L.V. ESTER - LPI	4 X 1 GAL.	\$22.10 GAL.	GENERAL / NOXIOUS	PREMIUM GRADE 2,4-D L.V. 4# ESTER
4# L.V. ESTER - LPI / NuFarm	2 X 2.5 GAL.	\$18.40 GAL.	NOXIOUS WEEDS	PREMIUM GRADE 2,4-D L.V. 4# ESTER
4# L.V. ESTER - LPI / NuFarm	30 GAL. DRUM	\$17.60 GAL.	& GENERAL WEEDS	PREMIUM GRADE 2,4-D L.V. 4# ESTER
4# L.V. ESTER - LPI / NuFarm	250 GAL. TOTE	\$17.30 GAL.	NOXIOUS WEEDS	PREMIUM GRADE 2,4-D L.V. 4# ESTER
6# L.V. ESTER - LPI / NuFarm	2 X 2.5 GAL.	\$22.40 GAL.	NOXIOUS WEEDS	PREMIUM GRADE 2,4-D L.V.6# ESTER
6# L.V. ESTER - LPI / NuFarm	30 GAL. DRUM	\$21.45 GAL.	NOXIOUS WEEDS	PREMIUM GRADE 2,4-D L.V.6# ESTER
6# L.V. ESTER - LPI / NuFarm	250 GAL. TOTE	\$21.30 GAL.	NOXIOUS WEEDS	PREMIUM GRADE 2,4-D L.V.6# ESTER
AMMONIUM SULFATE (AMS)	51 LB. BAG	\$ 30 LB.	SPRAYABLE	USE WITH GLYPHOSATES AND HERBICIDES TO INCREASE ACTIVITY
AQUANEAT HERBICIDE	2 X 2.5 GAL.	\$20.50 GAL.	AQUATIC WEEDS	AQUATIC GLYPHOSATE-COMPARE TO RODEO
AQUANEAT HERBICIDE	30 GAL. DRUM	\$20.00 GAL.	AQUATIC WEEDS	AQUATIC GLYPHOSATE-COMPARE TO RODEO
AQUANEAT HERBICIDE	250 TOTE	\$19.00 GAL.	AQUATIC WEEDS	AQUATIC GLYPHOSATE-COMPARE TO RODEO
AQUASHADE	4 X 1 GAL.	\$41.00 GAL.	ALGE CONTROL	
AQUASWEEP HERBICIDE	30 GAL. DRUM	\$47.50 GAL.	AQUATIC WEEDS	2, 4-D AMINE + TRICLOPYR AMINE-AQUATIC & TERRESTRIAL LABELING
AQUASWEEP HERBICIDE	2 X 2.5 GAL.	\$48.00 GAL.	AQUATIC WEEDS	2, 4-D AMINE + TRICLOPYR AMINE-AQUATIC & TERRESTRIAL LABELING
AQUATHOL K	2 X 2.5 GAL.	\$73.40 GAL.	AQUATIC WEEDS	
AQUATHOL SUPER K	2 X 20 LB. PAIL	\$18.90 LB.	AQUATIC WEEDS	
ARSENAL HERBICIDE	2 X 2.5 GAL.	\$62.00 GAL.	TVC & SALT CEDAR	2 LB. PER GALLON, AQUATIC & TERRESTRIAL LABELING
ARSENAL POWERLINE	2 X 2.5 GAL.	\$65.00 GAL.	TVC & SALT CEDAR	
ARSENAL APPLICATORS CONC	2 X 2.5 GAL.	\$127.50 GAL.	FORESTRY LABEL	4 LB. PER GALLON, FORESTRY LABELING
ATRAZINE 4L	2 X 2.5 GAL.	\$13.34 GAL.	CROPS	ALL CROP LABELING
ATRAZINE 4L	250 GAL. TOTE	\$12.00 GAL.	CROPS	ALL CROP LABELING
ATRAZINE 90 WDG	25 LB. BAG	\$4.30 LB.	CROPS	ALL CROP LABELING
AVAST!	4 X 1 GAL.	\$1,892.97 GAL.	AQUATIC WEEDS	COMPARE TO SONAR AS PRODUCT - AQUATIC WEED CONTROL
BANVEL 4E	2 X 2.5 GAL.	SEE COMMENT	GENERAL WEEDS	USE RIFLE or DIABLO FOR ALTERNATIVE PRODUCT / BETTER VALUE
BARK OIL CLEAR LT	2X2.5 GAL.	\$13.00 GAL.	BASAL SPRAY OIL	USE IN PLACE OF JLB OIL - LOW TEMPERATURE CLEAR FORMULATION
BARK OIL BLUE LT	2X2.5 GAL.	\$13.25 GAL.	BASAL SPRAY OIL	USE IN PLACE OF JLB OIL - LOW TEMPERATURE / BLUE DYE ADDED
BARK OIL RED LT	2X2.5 GAL.	\$13.90 GAL.	BASAL SPRAY OIL	USE IN PLACE OF JLB OIL - LOW TEMPERATURE / RED DYE ADDED
BAS-OIL BLUE (SPECTREX OS)	4 X 1 GAL. CASE	\$106.60 GAL.	OIL DYE	BLUE DYE - MIXES WITH OIL PRODUCTS (Special Orders)
BASAGRAN HERBICIDE	2 X 2.5 GAL.	\$58.55 GAL.	AG LABEL	
BEYOND HERBICIDE	2 X 1 GAL.	\$538.90 GAL.	AG LABEL	
BICEP II MAGNUM	2 X 2.5 GAL.	\$42.30 GAL.	AG LABEL	RESTRICTED USE PRODUCT
BRAZEN HERBICIDE	8 X 1/2 GAL.	\$78.00 GAL.	GENERAL / NOXIOUS	COMPARE TO REDEEM R&P HERBICIDE, SAME ACTIVE INGREDIENTS, USES
BROCLEAN HC HERBICIDE	2 X 2.5 GAL.	\$41.80 GAL.	AG LABEL	LOVELAND PRODUCTS GENERIC BUCTRIL 2 EC HERBICIDE

CALLISTO 4SC HERBICIDE	4 X 1 GAL.	\$306.27 GAL.	AG LABEL	AG CROPS, CERTAIN FRUITS AND VEGETABLES
CAPSTONE HERBICIDE	2 X 2.5 GAL.	\$42.50 GAL.	GENERAL/NOXIOUS	PRE-MIX- MILESTONE AND GARLON 3A/GENERAL & NOXIOUS WEED CONTROL
CAPSTONE HERBICIDE	30 GAL. DRUM	\$42.50 GAL.	GENERAL/NOXIOUS	PRE-MIX- MILESTONE AND GARLON 3A/GENERAL & NOXIOUS WEED CONTROL
CAPTAIN	4 X 1 GAL.	\$34.50 GAL	AQUATIC WEEDS	COPPER CARBONATE
CAPTAIN	2 X 2.5 GAL	\$32.40 GAL.	AQUATIC WEEDS	COPPER CARBONATE
CARBARYL 4L (LPI)	2 X 2.5 GAL.	\$43.00 GAL.	INSECTICIDE	LIQUID SEVIN/PINE BEETLES/4 GAL. 100 GAL/ADD LI 700 SURFACTANT
CASORON 4G	25 LB. BAG	\$3.10 LB.	SHELTERBELTS	PRE-EMERGE IN SHELTERBELTS-100 LBS. TO 500 LBS. ACRE RATES
CASCADE AQUATIC HERBICIDE	2 X 2.5 GAL.	\$86.90 GAL.	AQUATIC WEEDS	DIRECT FROM UPI, SPECIFY NUTRIEN AS YOUR SUPPLIER
CASCADE AQUATIC HERBICIDE	250 GAL. TOTE	\$86.90 GAL.	AQUATIC WEEDS	DIRECT FROM UPI, SPECIFY NUTRIEN AS YOUR SUPPLIER
CHAPARRAL HERBICIDE	6X1.25 LB. CASE	\$84.00 LB.	NOXIOUS WEEDS	MIXTURE OF MILESTONE AND ESCORT/DRY/WEEDS AND BRUSH/PASTURES
CHAPARRAL HERBICIDE	4X5 LB. CASE	\$84.00 LB.	NOXIOUS WEEDS	MIXTURE OF MILESTONE AND ESCORT/DRY/WEEDS AND BRUSH/PASTURES
CIMARRON PLUS	8 X 10 OZ CASE	\$6.36 OZ.	NOXIOUS WEEDS	RANGE AND PASTURE LABELING
CLEANTRAXX HERBICIDE	2 X 2.5 GAL.	\$125.00 GAL.	BAREGROUND	GOOD FOR SOFT BAREGROUND SITES, SAFE AROUND TREES
<b>CLEARCAST</b>	<b>2 X 1 GAL CASE</b>	<b>\$276.54 GAL.</b>	AQUATIC WEEDS	AQUATIC WEEDS-AGENCY PRICED
<b>CLEARCAST</b>	<b>15 GAL. DRUM</b>	<b>\$275.81 GAL.</b>	AQUATIC WEEDS	AQUATIC WEEDS-AGENCY PRICED
CLEARIGATE	5 GAL. PAIL	\$37.25 GAL.	AQUATIC WEEDS	
CLEARIGATE	30 GAL. DRUM	32.05 GAL.	AQUATIC WEEDS	
CLEARIGATE	275 GAL. TOTE	\$30.30 GAL.	AQUATIC WEEDS	250 OR 275 GALLON TOTES
<b>CLIPPER DG AQUATIC HERBICIDE</b>	<b>4 X 5 LB. CASE</b>	<b>\$84.00 LB.</b>	AQUATIC WEEDS	AQUATIC LABELED FLUMIOXAZIN, USE 12 OUNCES ACRE
<b>CLIPPER SC AQUATIC HERBICIDE</b>	<b>5 X 1 GAL.</b>	<b>\$573.00 GAL.</b>	AQUATIC WEEDS	AQUATIC LABELED FLUMIOXAZIN, USE 12 OUNCES ACRE
COPPER SULFATE - LARGE	50 LB. BAG	\$3.20 LB.	ALGE CONTROL	GRANULE PRODUCT / HAS AQUATIC USE LABELING AS NEEDED
CROSSBOW L-LOVELAND PROD	4 X 1 GAL.	\$51.90 GAL.	WEEDS & BRUSH	COMPARE TO CROSSBOW HERBICIDE / LPI PRIVATE LABEL
CROSSBOW L-LOVELAND PROD	2 X 2.5 GAL.	\$50.90 GAL.	WEEDS & BRUSH	COMPARE TO CROSSBOW HERBICIDE / LPI PRIVATE LABEL
CURTAIL HERBICIDE	2 X 2.5 GAL.	\$58.80 GAL.	WEEDS & BRUSH	RANGE & PASTURE, CRP LABELING FOR NOXIOUS WEEDS
CUTRINE PLUS	4 X 1 GAL. CASE	\$28.60 GAL.	ALGE CONTROL	AQUATIC USE - ALGAE CONTROL
CUTRINE PLUS	2 X 2.5 GAL.	\$28.10 GAL.	ALGE CONTROL	AQUATIC USE - ALGAE CONTROL
CUTRINE PLUS GRAN	30 LB BAG	\$2.60 LB.	ALGE CONTROL	AQUATIC USE - ALGAE CONTROL
DETAIL HERBICIDE - BASF	2 X 1 GAL CASE	\$685.00 GAL.	WEEDS & TVC	USE 1 TO 2 OZ PER ACRE- RAPID BURNDOWN ON WEEDS-LEAFY SPURGE
DIABLO	2 X 2.5 GAL.	\$52.00 GAL.	NOXIOUS WEEDS	COMPARE TO BANVEL 4# DICAMBA
DIABLO	30 GAL. DRUM	\$51.00 GAL.	NOXIOUS WEEDS	COMPARE TO BANVEL 4# DICAMBA
DIBRO 4+2 TVC GRANULES	25 LB. BAG	\$3.10 lb.	BAREGROUND	4% DIURON / 2% BROMACIL TVC GRANULES / DYED RED GRANULES
DIMILIN 2L INSECTICIDE	4 X 1 GAL.	CALL FOR PRICE	GRASSHOPPERS	RESTRICTED USE PRODUCT / USE FOR GRASSHOPPERS/ RAATS APPL.
DISTINCT HERBICIDE	4 X 7.5 LB. CASE	\$38.40 LB.	AG LABEL	AG CROP LABELING ONLY
DIURON 4L-LOVELAND PROD.	2 X 2.5 GAL.	\$22.00 GAL.	BAREGROUND	4 LB. PER GALLON PRODUCT, USE 2 TO 5 GAL. ACRE
DIURON 4L-LOVELAND PROD.	270 GAL. TOTE	\$21.40 GAL.	BAREGROUND	4 LB. PER GALLON PRODUCT, USE 2 TO 5 GAL. ACRE
DUAL II MAGMUM HERBICIDE	2 X 2.5 GAL.	\$113.60 GAL.	AG LABEL	AG CROPS
ELEMENT 3A	2 X 2.5 GAL.	\$50.00 GAL.	BRUSH & WEEDS	COMPARE TO GARLON 3A/DOW'S OWN GENERIC PRODUCT
ELEMENT 3A	30 GAL. DRUM	\$50.00 GAL.	BRUSH & WEEDS	COMPARE TO GARLON 3A/DOW'S OWN GENERIC PRODUCT

ELEMENT 4	2 X 2.5 GAL.	\$68.00 GAL.	BRUSH & WEEDS	SAME USE SITES/RATES AS GARLON 4 / WORKS SAME ON SALT CEDAR
ELEMENT 4	30 GAL. DRUM	\$68.00 GAL.	BRUSH & WEEDS	SAME USE SITES/RATES AS GARLON 4 / WORKS SAME ON SALT CEDAR
ESCALADE 2 HERBICIDE	2 X 2.5 GAL.	\$72.70 GAL.	GENERAL WEEDS	MIX OF VISTA, 2,4-D AMINE, DICAMBA, TURF/VM LABELING, 2 TO 4 PT ACRE
E - 2 HERBICIDE	2 X 2.5 GAL.	\$42.00 GAL.	NOXIOUS WEEDS	MIX OF VISTA, 2,4-D AMINE, DICAMBA / R&P LABELING, 2 TO 4 PT ACRE
E-2 HERBICIDE	250 GAL. TOTE	\$41.50 GAL.	NOXIOUS WEEDS	MIX OF VISTA, 2,4-D AMINE, DICAMBA / R&P LABELING, 2 TO 4 PT ACRE
ESCORT XP	8 X 16 OZ CASE	\$4.20 OZ	NOXIOUS WEEDS	METSULFURON METHYL 60%
ESCORT XP	8 X 8 OZ CASE	\$4.20 OZ	NOXIOUS WEEDS	METSULFURON METHYL 60%
ESCORT XP	8 X 64 OZ CASE	\$4.20 OZ.	NOXIOUS WEEDS	2 TO 7 OZ AND 17 TO 64 OZ SIZE PACKAGING (GOOD FOR COST SHARE)
<b>ESPLANADE 200 SC HERBICIDE</b>	<b>4 X 1 QT CASE</b>	<b>\$325.25 QT</b>	BAREGROUND	USE 5 TO 7 OUNCES ACRE FOR BAREGROUND/GRASS CONTROL
<b>ESPLANADE 200 SC HERBICIDE</b>	<b>2 X 2.5 GAL.</b>	<b>\$1,169.92 GAL.</b>	BAREGROUND	USE 5 TO 7 OUNCES ACRE FOR BAREGROUND/GRASS CONTROL
ESPLANADE EZ HERBICIDE	4 X 1 QUART	\$17.50 QT.	BAREGROUND	16 OUNCES PER GALLON WATER, TREAT 1,000 SQ.FT.
ESPLANADE EZ HERBICIDE	2 X 2.5 GAL.	\$49.50 GAL.	BAREGROUND	16 OZ PER GALLON, TREAT 1,000 SQ. FT., BAREGROUND, GRASSY WEEDS
EVADE 4LF	4X1 GAL.	\$85.00 GAL.	BAREGROUND	LIQUID PRODIAMINE/SOFT BAREGROUND/48 OUNCES ACRE MAX RATE
FACET L HERBICIDE	2 X 2.5 GAL.	\$114.60 GAL.	NOXIOUS WEEDS	LIQUID FORMULATION QUINCLORAC, CROPS AND NON-CROP LABELING
FREELEXX HERBICIDE	2 X 2.5 GAL.	\$20.00 GAL.	GENERAL WEEDS	CORTEVA'S NEW CHOLINE BASED 2,4-D AMINE, BROAD LABELING
FREELEXX HERBICIDE	250 GAL. TOTE	\$20.00 GAL.	GENERAL WEEDS	CORTEVA'S NEW CHOLINE BASED 2,4-D AMINE, BROAD LABELING
FREQUENCY HERBICIDE	2X1 GAL.	\$850.00 GAL.	BAREGROUND	CONTROL KOCHIA AND OTHERS IN BAREGROUND, 6 TO 8 OZ ACRE
<b>GALLERY 75 DF HERBICIDE</b>	<b>4X1 LB. CASE</b>	<b>\$117.50 LB.</b>	SHELTERBELTS	SHELTERBELT WEED CONTROL / SOFT BAREGROUND WEED CONTROL
<b>GALLERY SC HERBICIDE</b>	<b>2 X 2 GAL.</b>	<b>\$629.50 GAL.</b>	SHELTERBELTS	SHELTERBELT WEED CONTROL / SOFT BAREGROUND WEED CONTROL
GARLON 3A	2 X 2.5 GAL.	\$50.00 GAL.	WEEDS & BRUSH	WITH MARSH / WETLANDS LABELING
GARLON 3A	30 GAL. DRUM	\$50.00 GAL.	WEEDS & BRUSH	WITH MARSH / WETLANDS LABELING
GARLON 4 ULTRA	2 X 2.5 GAL.	\$71.50 GAL.	BRUSH & TREES	TREE & BRUSH & STUMP CONTROL / MIX WITH BARK OIL BLUE LT
GARLON 4 ULTRA	30 GAL. DRUM	\$71.50 GAL.	BRUSH & TREES	TREE & BRUSH & STUMP CONTROL / MIX WITH BARK OIL BLUE LT
GOAL 2XL	2 X 2.5 GAL.	\$73.50 GAL.		SHELTER BELT WEED CONTROL
GRASLAN L HERBICIDE	2 X 2 GAL.	\$38.00 GAL.	NOXIOUS WEEDS	PRE-MIX OF TORDON 22K AND 2,4-D CHOLINE, 2.5 PINTS ACRE RATES
GRASLAN L HERBICIDE	30 GAL. DRUM	\$38.00 GAL.	NOXIOUS WEEDS	PRE-MIX OF TORDON 22K AND 2,4-D CHOLINE, 2.5 PINTS ACRE RATES
GRASLAN L HERBICIDE	250 GAL. TOTE	\$38.00 GAL.	NOXIOUS WEEDS	PRE-MIX OF TORDON 22K AND 2,4-D CHOLINE, 2.5 PINTS ACRE RATES
GRAZON P+D	2 X 2.5 GAL.	\$28.00 GAL.	NOXIOUS WEEDS	RANGE AND PASTURE LABELING
GRAZON P+D	30 GAL. DRUM	\$28.00 GAL.	NOXIOUS WEEDS	RANGE AND PASTURE LABELING
GRAZONNEXT HL	2 X 2 GAL.	\$49.00 GAL.	NOXIOUS WEEDS	RANGE AND PASTURE LABELING, MILESTONE/2,4-D AMINE PRE-MIX
GRAZONNEXT HL	30 GAL. DRUM	\$46.50 GAL.	NOXIOUS WEEDS	RANGE AND PASTURE LABELING, MILESTONE/2,4-D AMINE PRE-MIX
GRAZONNEXT HL	250 GAL. TOTE	\$46.50 GAL.	NOXIOUS WEEDS	RANGE AND PASTURE LABELING, MILESTONE/2,4-D AMINE PRE-MIX
HABITAT	2 X 2.5 GAL.	\$96.90 GAL.	AQUATIC WEEDS	USE ON SALT CEDAR FOR FOLIAR APPLICATIONS - 1.25 OZ GAL. WATER
HI-DEP	2 X 2.5 GAL.	\$23.40 GAL.	NOXIOUS WEEDS	
HI-DEP	30 GAL. DRUM	\$22.90 GAL.	NOXIOUS WEEDS	
HI-DEP	275 GAL. TOTE	\$22.50 GAL.	NOXIOUS WEEDS	
HYDROTHOL 191	2 X 2.5 GAL.	\$75.60 GAL.	AQUATIC WEEDS	AQUATIC ALGAECIDE / HERBICIDE
HYDROTHOL 191 GRAN	2 X 20 LB. CASE	\$3.40 LB.	AQUATIC WEEDS	GRANULAR AQUATIC ALGAECIDE / HERBICIDE

HYVAR XL	4 X 1 GAL. CASE	\$97.05 GAL.	BAREGROUND	
HYVAR X WG (BROMACIL 80)	8 X 6 LB. CASE	\$18.60 LB.	BAREGROUND	80% BROMACIL, ALLIGARE BRAND, MINIMUM ORDERS
IMAZURON HERBICIDE	4 X 10 LB. CASE	\$10.20 lb.	BAREGROUND	COMPARE TO SAHARA - MOJAVE HERBICIDES
INTENSITY HERBICIDE	2 X 2.5 GAL.	\$50.70 GAL.	GRASS CONTROL	CELETHODIM, CROPS, TREES, NON-CROP LABELING
IVOD INVERT OIL	2 X 2.5 GAL.	\$22.60 GAL.		INVERT OIL
IVOD INVERT OIL	30 GAL. DRUM	\$20.74 GAL.		INVERT OIL
JLB OIL PLUS	2 X 2.5 GL	<b>see comment</b>	<b>see comment</b>	USE BARK OIL BLUE LT / BETTER PRODUCT / LOW TEMP. USE
KARMEX DF (DIURON)	10 X 5 LB. CASE	\$4.25 LB.	BAREGROUND	DIURON DRY PRODUCT
KARMEX DF (DIURON)	25 LB. BAG	\$4.15 LB.	BAREGROUND	DIURON DRY PRODUCT
KRENITE S	2 X 2.5 GAL.	CALL FOR PRICE	BRUSH & TREES	FOLIAR APPLICATIONS / CHEMICAL TREE TRIMMER
KRENITE S	15 GAL. DRUM	CALL FOR PRICE	BRUSH & TREES	FOLIAR APPLICATIONS / CHEMICAL TREE TRIMMER
KROVAR I DF	8 X 6 LB CASE	\$10.60 lb.	BAREGROUND	DIURON/BROMACIL MIXTURE
KROVAR I DF	25 LB BAG	\$10.60 lb.	BAREGROUND	DIURON/BROMACIL MIXTURE
LANDMARK XP HERBICIDE	8X4 LB. CASE	\$142.00 LB.		PREMIX OF OUST XP AND TELAR XP
LANDMASTER BW	2 X 2.5 GAL.	\$19.20 GAL.	AG LABEL	
MAD DOG 5.4 GLYPHOSATE	2 X 2.5 GAL.	\$18.40 GAL.	GLYPHOSATE	5.4 LB. PER GALLON GLYPHOSATE, CROPS, NON-CROP LABELING
MAD DOG 5.4 GLYPHOSATE	260 GAL. TOTES	\$17.80 GAL.	GLYPHOSATE	5.4 LB. PER GALLON GLYPHOSATE, CROPS, NON-CROP LABELING
MAD DOG PLUS	2X2.5 GAL.	\$15.00 GAL.	GLYPHOSATE	4# PER GAL. GLYPHOSATE/SURFACTANT LOAD/CROP & NON-CROP LABEL
MAD DOG PLUS	30 GAL. DRUM	\$14.50 GAL.	GLYPHOSATE	4# PER GAL. GLYPHOSATE/SURFACTANT LOAD/CROP & NON-CROP LABEL
MAD DOG PLUS	260 GAL. TOTES	\$13.40 GAL.	GLYPHOSATE	BULK TOTES, 220, 250, 265 GAL. TOTES
MAKAZE GLYPHOSATE	2X2.5 GAL.	\$15.90 GAL.	GLYPHOSATE / BEST	4# GAL. GLYPHOSATE WITH LIBERATE 100% NIS ADDED-ALL LABELS
MAKAZE GLYPHOSATE	30 GAL. DRUM	\$15.30 GAL.	GLYPHOSATE / BEST	4# GAL. GLYPHOSATE WITH LIBERATE 100% NIS ADDED-ALL LABELS
MAKAZE GLYPHOSATE	260 GAL. TOTES	\$14.15 GAL.	GLYPHOSATE / BEST	4# GAL. GLYPHOSATE WITH LIBERATE 100% NIS ADDED-ALL LABELS
MALATHION 57EC - LPI BRAND	4 X 1 GAL.	\$38.80 GAL.	GRASSHOPPERS	MALATHION 57% / WATER BASE / NOT ULV
MALATHION 57EC - LPI BRAND	2 X 2.5 GAL.	\$37.80 GAL.	GRASSHOPPERS	MALATHION 57% / WATER BASE / NOT ULV
MATRIX HERBICIDE	12X20 OZ CASE	\$16.40 OZ.	BAREGROUND	USE FOR SOFT BAREGROUND AND IN SENSITIVE TVC SITES
MCPA 4# AMINE	2 X 2.5 GAL.	\$19.30 GAL.	TURF WEEDS	CROPS / TURF LABELING
MCP ESTER 4	2 X 2.5 GAL.	\$24.20 GAL.	TURF WEEDS	CROPS / TURF LABELING
MEC AMINE D	4 X 1 GAL.	\$32.00 GAL.	TURF WEEDS	COMPARE TO TRIMEC 992 / VESSEL / LAWN TURF, GOLF COURSE, PARKS
MEC AMINE D	2 X 2.5 GAL.	\$30.00 GAL.	TURF WEEDS	COMPARE TO TRIMEC 992 / VESSEL / LAWN TURF, GOLF COURSE, PARKS
MEC AMINE D	30 GAL. DRUM	\$28.00 GAL.	TURF WEEDS	COMPARE TO TRIMEC 992 / VESSEL / LAWN TURF, GOLF COURSE, PARKS
MEC AMINE D	250 GAL. TOTE	\$26.10 GAL	TURF WEEDS	COMPARE TO TRIMEC 992 / VESSEL / LAWN TURF, GOLF COURSE, PARKS
MEDAL II EC HERBICIDE	2 X 2.5 GAL.	\$75.70 GAL.	AG LABEL	COMPARE TO DUEL II MAGNUM
<b>METHOD 240 SL HERBICIDE</b>	<b>2 X 2.5 GA.</b>	<b>\$318.72 GAL.</b>	<b>NOXIOUS WEEDS</b>	USED TO MAKE LIQUID PERSPECTIVE AND STREAMLINE
<b>METHOD 240 SL HERBICIDE</b>	<b>4 X 1 QT CASE</b>	<b>\$91.52 QT.</b>	<b>NOXIOUS WEEDS</b>	ALSO USED IN BAREGROUND WITH ESPLANADE 200 SC
<b>MILESTONE HERBICIDE</b>	GOVERNMENT	PROGRAM	CALL ON PRICING	SD,ND, WY,NE,KS,CO,MT,ID,UT,NE,OR,WA - GOVT. AGENCIES ONLY
<b>MILESTONE HERBICIDE</b>	<b>12 X 1 QT CASE</b>	<b>\$75.00 QT.</b>	NOXIOUS WEEDS	FOR CANADA THISTLE, WORMWOOD, KNAPWEEDS, OTHERS
<b>MILESTONE HERBICIDE</b>	<b>2 X 2.5 GAL.</b>	<b>\$300.00 GAL.</b>	NOXIOUS WEEDS	FOR CANADA THISTLE, WORMWOOD, KNAPWEEDS, OTHERS

MOJAVE HERBICIDE	10 X 5 LB. CASE	\$10.20 LB.	BAREGROUND	GENERIC TO SAHARA DG HERBICIDE / SAME SITES, RATES, ACTIVE INGRE.
MUSTANG MAXX INSECTICIDE	4 X 1 GAL.	\$166.10 GAL.	AG LABEL	AG LABELED INSECTICIDE, ALFALFA AND OTHER CROPS
NAVIGATE	50 LB BAG	\$3.70 LB.	AQUATIC WEEDS	GRANULAR AQUATIC 2,4-D - 100 TO 200 LB. ACRE
<b>OPENSIGHT HERBICIDE</b>	<b>6X1.25 LB. CASE</b>	<b>\$84.00 LB.</b>	NOXIOUS WEEDS	MIXTURE OF MILESTONE AND ESCORT-WEEDS/ BRUSH/RIGHT-A-WAYS
<b>OPENSIGHT HERBICIDE</b>	<b>2X10 LB. CASE</b>	<b>\$84.00 LB.</b>	NOXIOUS WEEDS	MIXTURE OF MILESTONE AND ESCORT-WEEDS/BRUSH/RIGHT-A-WAYS
OUST XP	8 X 3 LB. CONT.	\$3.00 OZ.	BAREGROUND	SULFOMETURON METHYL 75%
OUST EXTRA	8 X 4 LB. CONT.	\$3.00 OZ.	BAREGROUND	PRE-MIX OF OUST XP AND ESCORT XP
OUTRIDER	10 X 20 OZ CASE	\$15.70 OZ.		
OVERDRIVE	4 X 7.5 LB JUGS	\$38.80 LB.	NOXIOUS WEEDS	DICAMBA PLUS DIFLUFENZOPYR
PANORAMIC 2 SL	6 X 1 QT. CASE	\$78.00 QT.	NOXIOUS WEEDS	GENERIC TO PLATEAU / QUART CONTAINERS
PANORAMIC 2 SL	4 X 1 GAL.	\$128.00 GAL.	NOXIOUS WEEDS	GENERIC TO PLATEAU
PARAMOUNT HERBICIDE	4 X 7.5 LB JUGS	see comments	NOXIOUS WEEDS	USE FACET L HERBICIDE, LIQUID FORMULATION
PASTUREGARD HL	2 X 2.5 GAL.	\$113.50 GAL.	NOXIOUS WEEDS	USE ON SERICEA LESPEDEZA - 1.5 TO 2 PT. ACRE
PASTUREGARD HL	4 X 1 GAL.	\$115.50 GAL.	NOXIOUS WEEDS	USE ON SERICEA LESPEDEZA - 1.5 TO 2 PT. ACRE
PATHFINDER II	2 X 2.5 GAL.	\$45.50 GAL.	BRUSH & TREES	RTU TREE, STUMP, BRUSH CONTROL / NO DYE IN THIS ONE
PATHWAY	2 X 2.5 GAL.	\$35.00 GAL.	BRUSH & TREES	RTU TREE, STUMP, BRUSH CONTROL / BLUE DYE ADDED IN THIS ONE
PATRON 170	2 X 2.5 GAL.	\$30.00 GAL.	TREES / WEEDS	2,4-D & 2,4-DP ESTER - ROW BRUSH & WEEDS
PATRON 170	250 GAL. TOTE	\$28.80 GAL.	TREES / WEEDS	2,4-D & 2,4-DP ESTER - ROW BRUSH & WEEDS
PAYLOAD	2 X 12 LB. CONT.	\$65.00 LB.	BAREGROUND	USE 8 TO 12 OZ ACRE, ADD PIPER AT 10 OZ ACRE, PLUS OTHER PRODUCTS
PENDULUM AQUACAP	2 X 2.5 GAL.	\$57.70 GAL.	LESS STAINING	PRE-EMERGE FOR CRABGRASS AND ANNUAL WEEDS
PENDULUM 3.3EC	2 X 2.5 GAL.	\$35.90 GAL.		PRE-EMERGE FOR CRABGRASS AND ANNUAL WEEDS
<b>PIPER HERBICIDE</b>	<b>4 X 3.75 LB.</b>	<b>\$70.00 LB.</b>	BAREGROUND	PARTNER WITH BAREGROUND PROGRAMS, 10 OUNCES PER ACRE RATES
PLATEAU	2 X 1 GAL CASE	\$128.00 GAL.	NOXIOUS WEEDS	NO RESTRICTIONS ON SALES, BASF BRANDED PLATEAU
PLATEAU	BULK CONT.	\$128.00 GAL.	NOXIOUS WEEDS	5 GAL., 15 GAL., BULK CONTAINERS
POLARIS HERBICIDE	2 X 2.5 GAL.	\$62.00 GAL.	AQUATIC/TVC/BRUSH	ALL INCLUSIVE LABEL/COMPARE TO HABITAT AND ARSENAL COMBINED
POLARIS HERBICIDE AC	4X1 QUART CASE	\$57.10 QT	AQUATIC/TVC/BRUSH	4 LB. PER GALLON, FORESTRY LABELING
POLARIS SP HERBICIDE	2 X 2.5 GAL.	\$62.00 GAL.	BRUSH & TREES	COMPARE TO STALKER HERB. / GENERIC ALTERNATIVE / SALT CEDAR
POAST	2 X 2.5 GAL.	\$100.70 GAL.	GRASS WEEDS	
PRAMITOL 25E	4 X 1 GAL CASE	\$41.70 GAL.	BAREGROUND	
PRAMITOL 25E	2 X 2.5 GAL.	\$38.00 GAL.	BAREGROUND	
PRAMITOL 5PS	25 LB BAG	\$2.80 LB.	BAREGROUND	
PRINCEP 4L	2 X 2.5 GAL.	\$25.53 GAL.	GENERAL WEEDS	SHELTERBELT WEED CONTROL / SOFT BAREGROUND WEED CONTROL
PRINCEP CALIBER 90	25 LB. BAG	\$5.08 LB.	GENERAL WEEDS	SHELTERBELT WEED CONTROL / SOFT BAREGROUND WEED CONTROL
PROADIAMINE 65 WDG	see comments		BAREGROUND	USE RESOLUTE 65 WDG HERBICIDE
<b>PROCELLACORE EC (AGENCY)</b>	<b>2X22 PDU CASE</b>	<b>\$1,672.00 CASE</b>	AQUATIC WEEDS	CASE SALES ONLY, AGENCY PRICED, DIRECT SHIPPED FROM SEPRO
<b>PROCELLACORE EC (AGENCY)</b>	<b>2X100 PDU CASE</b>	<b>\$7,600.00 CASE</b>	AQUATIC WEEDS	CASE SALES ONLY, AGENCY PRICED, DIRECT SHIPPED FROM SEPRO
<b>PROCELLACORE EC (AGENCY)</b>	<b>6X12 PDU CASE</b>	<b>\$2,736.00 CASE</b>	AQUATIC WEEDS	CASE SALES ONLY, AGENCY PRICED, DIRECT SHIPPED FROM SEPRO
PRODEUCE HERBICIDE	2 X 2.5 GAL.	\$58.60 GAL.	GENERAL WEEDS	PRE-MIX OF GLYPHOSATE AND PRODIAMINE



PRONONE POWER PELLETS	6 x 22 OZ CASE	\$98.50 PAIL	BRUSH	TREE AND BRUSH CONTROL PELLET - PAIL IS 22 OUNCES
PRONONE POWER PELLETS	4 x 5.5# CASE	\$329.65 PAIL	BRUSH	TREE AND BRUSH CONTROL PELLET - PAIL IS 5.5 LBS.
PROWL H2O	2 X 2.5 GAL.	\$47.50 GAL.	AG LABEL	PRODIAMINE AG LABELING
PURSUIT HERBICIDE	2 X 1 GAL.	\$421.77 GAL.	AG LABEL	
RANGER PRO GLYPHOSATE	2 X 2.5 GAL.	\$18.00 GAL.	GLYPHOSATE	4 LB. PER GALLON GLYPHOSATE, SEAMLESS BRAND, SURFACTANT LOAD
RAZOR PRO HERBICIDE	5 X 1 GAL.	\$26.00 GAL.	GENERAL WEEDS	4# PER GAL. GLYPHOSATE / SURFACTANT LOADED / TURF & VM LABEL
RAZOR PRO HERBICIDE	2 X 2.5 GAL.	\$18.20 GAL.	GENERAL WEEDS	4# PER GAL. GLYPHOSATE / SURFACTANT LOADED / TURF & VM LABEL
RAZOR PRO HERBICIDE	30 GAL. DRUM	\$17.90 GAL.	GENERAL WEEDS	4# PER GAL. GLYPHOSATE / SURFACTANT LOADED / TURF & VM LABEL
REMEDY ULTRA	4 X 1 GAL CASE	\$68.00 GAL.	BRUSH & TREES	TREE & BRUSH CONTROL / MIX WITH BARK OIL BLUE LT / R&P LABEL
REMEDY ULTRA	2 X 2.5 GAL.	\$68.00 GAL.	BRUSH & TREES	TREE & BRUSH CONTROL / MIX WITH BARK OIL BLUE LT / R&P LABEL
<b>RENOVATE 3 (AGENCY)</b>	<b>2 X 2.5 GAL.</b>	<b>\$103.76 GAL.</b>	AQUATIC WEEDS	AQUATIC LABELED TRICLOPYR
REWARD	4 X 1 GAL.	\$92.95 GAL.	AQUATIC WEEDS	
RESOLUTE 65 WG HERBICIDE	4 X 5 LB. CASE	\$10.35 LB.	PRODIAMINE	COMPARE TO OTHER DRY PRODIAMINE PRODUCTS
<b>REWARD - AGENCY</b>	<b>2 X 2.5 GAL.</b>	<b>\$79.00 GAL.</b>	AQUATIC WEEDS	
RIFLE (dicamba)	2X2.5 GAL.	\$51.00 GAL.	GENERAL WEEDS	COMPARE TO BANVEL 4# DICAMBA / CROPS & NON-CROP & ROW LABEL
RIFLE (dicamba)	250 GAL. TOTE	\$50.00 GAL.	GENERAL WEEDS	CAMPARE TO BANVEL 4# DICAMBA / CROPS & NON-CROP & ROW LABEL
RIFLE D	2 X 2.5 GAL.	\$25.50 GAL.	BROADLEAF WEEDS	BANVEL / 2,4-D PRE-MIXTURE / COMPARE TO RANGE STAR & OTHERS
RIFLE D	265 GAL. TOTE	\$24.50 GAL.	BROADLEAF WEEDS	BANVEL / 2,4-D PRE-MIXTURE / COMPARE TO RANGE STAR & OTHERS
RODEO	2 X 2.5 GAL.	\$21.75 GAL.	AQUATIC WEEDS	USE LI 700 SURFACTANT AT 2 QUARTS PER 100 GAL. WATER
RODEO	30 GAL. DRUM	\$21.75 GAL.	AQUATIC WEEDS	USE LI 700 SURFACTANT AT 2 QUARTS PER 100 GAL. WATER
ROUNDUP CUSTOM (AQUATIC)	2 X 2.5 GAL.	\$20.50 GAL.	AQUATIC WEEDS	5.4 LB. PER GALLON PRODUCT, AQUATIC & TERRESTRIAL LABELING
ROUNDUP CUSTOM (AQUATIC)	265 GAL. TOTE	\$19.00 GAL.	AQUATIC WEEDS	5.4 LB. PER GALLON PRODUCT, AQUATIC & TERRESTRIAL LABELING
ROUNDUP PRO CONCENTRATE	2 X 2.5 GAL.	\$20.00 GAL.	WEEDS	5 LB. PER GALLON PRODUCT / SURFACTANT LOADED / LOWER USE RATE
ROUNDUP PROMAX	2 X 1.67 GAL.	\$37.25 GAL.	GENERAL WEEDS	5.5 LB. PER GAL. GLYPHOSATE, POTASSIUM SALT, NON-CROP LABEL
ROUNDUP PROMAX	30 GAL. DRUM	\$35.00 GAL.	GENERAL WEEDS	5.5 LB. PER GAL. GLYPHOSATE, POTASSIUM SALT, NON-CROP LABEL
ROUNDUP QUICKPRO	6X5X1.5 OZ	\$1.20 OZ.	WEEDS	CASE SALES ONLY - 45 OZ CASE / 6 - 7.5 OZ BOXES / LIMITED SUPPLY
ROUNDUP QUICKPRO	4 X 6.8 LB JUGS	\$9.80 LB.	WEEDS	DRY WATER SOULABLE ROUNDUP
ROUNDUP POWERMAX	2 X 2.5 GAL.	\$25.57 GAL.	GENERAL WEEDS	AG LABELING FOR RR CROPS AND FOOD PLOTS
ROUNDUP POWERMAX	30 GAL. DRUM	\$25.29 GAL.	GENERAL WEEDS	AG LABELING FOR RR CROPS AND FOOD PLOTS
ROUNDUP POWERMAX	265 GAL. TOTE	\$24.60 GAL.	GENERAL WEEDS	AG LABELING FOR RR CROPS AND FOOD PLOTS
SABER HERBICIDE	2 X 2.5 GAL.	\$21.40 GAL.	NOXIOUS WEEDS	SABER IS A - DIMETHYLAMINE 2,4-D AMINE, 4 LB. PER GAL., SABER ASORBBS
SABER HERBICIDE	30 GAL. DRUM	\$20.00 GAL.	NOXIOUS WEEDS	WITHIN 1 HOUR INTO THE PLANTS, RAINFAST IN 1 HOUR, DRIES SOFTER
SABER HERBICIDE	250 GAL. TOTE	\$19.00 GAL.	NOXIOUS WEEDS	COMPARE TO HI-DEP
SAHARA DG	4X10 LB CASE	<b>see comment</b>	BAREGROUND	NO LONGER AVAILABLE, USE IMAZURON OR MOJAVE HERBICIDES
SELECT MAX HERBICIDE	2 X 2.5 GAL.	<b>\$95.40 GAL.</b>	AG LABEL	ALSO LOOK AT INTENSITY HERBICIDE
SEVIN XLR PLUS	2 X 2.5 GAL.	\$55.55 GAL.	INSECTICIDE	USE FOR PINE BEETLES AND OTHER INSECTS
SHARPEN HERBICIDE	2 X 1 GAL.	\$798.20 GAL.	AG LABEL	WORKS ON LEAFY SPURGE AS WELL, NO HAYING OR GRAZING LABELING
SONAR RTU	4 X 1 QT CASE	\$95.95 QT	AQUATIC WEEDS	AQUATIC WEED CONTROL HERBICIDE

SONAR AS	6 X 1 QT CASE	\$865.15 QT.	AQUATIC WEEDS	AQUATIC WEED CONTROL HERBICIDE
<b>SONAR AS (AGENCY)</b>	<b>4 X 1 GAL.</b>	<b>1979.22 GAL.</b>	AQUATIC WEEDS	AQUATIC WEED CONTROL HERBICIDE
<b>SONAR SRP (AGENCY)</b>	<b>40 LB. PAIL</b>	<b>\$32.95 LB.</b>	AQUATIC WEEDS	CALL FOR AVAILABILITY - AGENCY PRICED PRODUCT
<b>SONAR PR (AGENCY)</b>	<b>30 LB PAIL</b>	<b>\$659.40 PAIL</b>	AQUATIC WEEDS	CALL FOR AVAILABILITY - AGENCY PRICED PRODUCT
<b>SONAR Q (AGENCY)</b>	<b>40 LB PAIL</b>	<b>\$33.00 LB.</b>	AQUATIC WEEDS	CALL FOR AVAILABILITY - AGENCY PRICED PRODUCT
SPIKE 20P	6 X 5 LB. CONT.	\$13.50 LB.	BRUSH & TREES	CONTAINER SERVES AS THE APPLICATOR
SPIKE 20P	25 LB BAG	\$8.00 LB.	BRUSH & TREES	
SPIKE 80DF	6 X 4 LB CASE	\$21.00 LB.	BAREGROUND	
SPRAKIL SK - 13	40 LB BAG	\$3.85 LB.	BAREGROUND	1% SPIKE - 3% DIURON BAREGROUND GRANULES
STALKER	BULK ONLY	\$310.00 GAL.	BRUSH & TREES	OIL SOLUBLE ARSENAL PRODUCT - 5 GAL., 15 GAL., AND PRE-MIXES
STARANE FLEX HERBICIDE	2 X 2.5 GAL.	\$68.25 GAL.	AG LABEL	
STARANE ULTRA HERBICIDE	2 X 2.5 GAL.	\$257.25 GAL.	AG LABEL	
STEALTH HERBICIDE	2 X 2.5 GAL.	\$37.20 GAL.	AG LABEL	LOVELAND PRODUCTS GENERIC PRODAMINE TO PROWL 3.3
STINGER HERBICIDE	12 X 1 QUART	\$137.81 QT.	NOXIOUS WEEDS	CROP LABELED TRANSLINE / TIP AND MEASURE BOTTLES
STINGER HERBICIDE	4 X 1/2 GL CASE	\$488.25 GAL.	NOXIOUS WEEDS	CROP LABELED TRANSLINE / PRICED PER GALLON
STRUT HERBICIDE	2 X 2.5 GAL.	\$59.00 GAL.	NOXIOUS WEEDS	COMPARE TO CLARITY HERBICIDE, AG, PASTURE, NON-CROP LABELING
STRUT HERBICIDE	250 GAL. TOTE	\$58.00 GAL.	NOXIOUS WEEDS	COMPARE TO CLARITY HERBICIDE, AG, PASTURE, NON-CROP LABELING
SURFLAN AS	2 X 2.5 GAL.	\$62.10 GAL.	BAREGROUND	SURFALN - UPI BRAND
SURMOUNT HERBICIDE	2X2.5 GAL.	\$56.50 GAL.	BRUSH & WEEDS	RESTRICTED USE PRODUCT
TELAR XP	8 X 16 OZ CASE	\$17.44 OZ	NOXIOUS WEEDS	RANGE & PASTURE LABELING
TEMPO SC ULTRA	12X240 ML BTL.	\$44.00 BTL.	INSECTICIDE	USE FOR FOUNDATIONS AND TURF AND ORNAMENTALS
TEMPO SC ULTRA	8X 900 ML BTL.	\$159.50 BTL.	INSECTICIDE	USE FOR FOUNDATIONS AND TURF AND ORNAMENTALS
TORDON 22K	4 X 1 GAL	\$65.-- GAL.	NOXIOUS WEEDS	RESTRICTED USE PRODUCT
TORDON 22K	2 X 2.5 GAL.	\$65.00 GAL.	NOXIOUS WEEDS	RESTRICTED USE PRODUCT
TORDON 22K	30 GAL. DRUM	\$65.00 GAL.	NOXIOUS WEEDS	RESTRICTED USE PRODUCT
TORDON RTU	12X1 QUART	\$12.75 QT.	BRUSH & TREES	SQUEEZE TOP BOTTLE FOR APPLICATIONS
TRANSLINE	4 X 1/2 GL CASE	\$78.00 1/2 GAL.	NOXIOUS WEEDS	GOOD FOR THISTLE CONTROL IN SENSITIVE SITES
TRANSLINE	2 X 2.5 GAL.	\$156.00 GAL.	NOXIOUS WEEDS	GOOD FOR THISTLE CONTROL IN SENSITIVE SITES
TRIBUNE AQUATIC HERBICIDE	2 X 2.5 GAL.	\$52.00 GAL.	AQUATIC WEEDS	DIQUAT PRODUCT, AQUATIC AND LANDSCAPE LABELING
TRIPLET SF	2 X 2.5 GAL.	\$32.00 GAL.	TURF SITES	COMPARE TO TRIMEC 992 - OPTICAL FORMULATION/BETTER PRODUCT
VANQUISH	2 X 2.5 GAL.	\$52.00 GAL.	NOXIOUS WEEDS	AMINE FORMULATION OF DICAMBA - LOWER VOLATILITY
VANQUISH	30 GAL. DRUM	\$51.70 GAL.	NOXIOUS WEEDS	
VASTLAN HERBICIDE	2 X 2.5 GAL.	\$90.00 GAL.	NOXIOUS WEEDS	CORTEVA'S NEW 4 LB. CHOLINE BASED AMINE TRICLOPYR
VASTLAN HERBICIDE	30 GAL. DRUM	\$90.00 GAL.	NOXIOUS WEEDS	CORTEVA'S NEW 4 LB. CHOLINE BASED AMINE TRICLOPYR
VELPAR L VU	2 X 2.5 GAL.	\$88.75 GAL.	BRUSH	
VETERAN 720	2 X 2.5 GAL.	\$29.60 GAL.	NOXIOUS WEEDS	2,4-D AMINE AND DICAMBA MIXTURE
VETERAN 720	220 GAL. TOTE	\$29.45 GAL.	NOXIOUS WEEDS	2,4-D AMINE AND DICAMBA MIXTURE
<b>VIEWPOINT HERBICIDE</b>	<b>8 X 5 LB BTLS</b>	<b>\$69.12 LB.</b>	BRUSH	"NEW" FROM DUPONT-BRUSH CONTROL

<b>VIEWPOINT HERBICIDE</b>	<b>20 LB. BAG</b>	<b>\$69.12 LB.</b>	BRUSH	"NEW" FROM DUPONT-BRUSH CONTROL
VISTA XRT (new formulation)	2 X 2.5 GAL.	\$178.00 GAL	GENERAL WEEDS	EXCELLENT FOR ALS RESISTANCE KOCHIA, RUSSIN THISTLE
WARHAWK INSECTICIDE	2 X 2.5 GAL.	\$39.90 GAL.	AG LABLE	AG LABELED DURSBAN AND SOME NON-CROP AND TREES
WEEDMASTER	2 X 2.5 GAL.	\$25.50 gal.	NOXIOUS WEEDS	DICAMBA + 2,4-D PREMIX, COMPARE TO RANGE STAR AND OTHERS
WEEDMASTER	250 GAL. TOTE	\$24.50 gal.	NOXIOUS WEEDS	DICAMBA + 2,4-D PREMIX, COMPARE TO RANGE STAR AND OTHERS
WIDEMATCH HERBICIDE	2 X 2.5 GAL.	\$70.88 GAL.	AG LABEL	
YUKON HERBICIDE	6 X 80 OZ CASE	\$3.75 OZ.	AG LABEL	AG, CRP, RANGE AND PASTURE AND SOD FARM LABELED USES

**GOPHER, MOLE, PRAIRIE DOG BAITS, DEER AND ANIMAL REPELLENTS, BIRD AND GOOSE REPELLENTS AND BAITS**

Kaput-D POCKET GOPHER BAIT	4 X 5 LB. PAIL	\$24.00 PAIL	POCKET GOPHERS	WHEAT BASE PRODUCT - "USE IN PLACE OF ROZEL BAIT"
Kaput-D POCKET GOPHER BAIT	30 LB. PAIL	\$78.00 PAIL	POCKET GOPHERS	WHEAT BASE PRODUCT - "USE IN PLACE OF ROZEL BAIT"
kaput-D GOPHER PROBE	2 X 1-EACH	\$75.00 EACH	APPLICATOR	FOR USE WITH Kaput-D GOPHER BAIT
Kaput-D PRAIRIE DOG BAIT	30 LB. PAIL	\$78.00 PAIL	PRAIRIE DOG BAIT	RESTRICTED USE PRODUCT
Kaput D BURROW BUILDER BAIT	30 LB. PAIL	\$78.00 PAIL	POCKET GOPHERS	RESTRICTED USE PRODUCT
Kaput D MOLE GEL BAIT	1-3 OZ SYRINGE	\$15.00 EACH	MOLES BAIT	GEL, PUT INTO RUNS WITH SYRINGE APPLICATOR - 10X3 OZ CASE SALE ONLY
PROZAP MOLE AND GOPHER	12 X 1 LB. CASE	\$12.00 PER LB.	MOLE/GOPHER BAIT	NON-RESTRICTED USE - 2% ZINC PHOSPHIDE / UNDER GROUND USE ONLY
OAT BAIT (CURRENT BRAND)	50 LB. BAG	\$1.25 PER LB.	PRAIRIE DOG BAIT	RESTRICTED USE - 2% ZINC PHOSPHIDE OATS / POCKET GOPHERS/PD
ROZOL BURROW BUILDER BAIT	25 LB. PAIL	\$85.00 PAIL	PRAIRIE DOG BAIT	RESTRICTED USE PRODUCT/FOLLOW LABEL INSTRUCTIONS
ROZOL POCKET GOPHER BAIT	25 LB. PAIL	\$85.00 PAIL	POCKET GOPHERS	WHEAT BASE PRODUCT - RESTRICTED USE PRODUCT/FOLLOW LABEL
ROZOL PRAIRIE DOG BAIT	25 LB. PAIL	\$85.00 PAIL	PRAIRIE DOG BAIT	RESTRICTED USE PRODUCT/FOLLOW LABEL INSTRUCTIONS
WEEVICIDE PELLETS	14 FLASK CASE	call on pricing		CASE SALES / RESTRICTED USE PRODUCT
WEEVICIDE TABLETS	14 FLASK CASE	call on pricing		CASE SALES / RESTRICTED USE PRODUCT
ZP AG OAT BAIT	33 LB. BAGS	\$1.25 PER LB.	PRAIRIE DOG BAIT	RESTRICTED USE PRODUCT / (MOTOMCO CRIMPED OAT FORMULA)

**VECTOR CONTROL PRDUCTS AND EQUIPMENT (MOSQUITOS AND FLIES)**

BTI LARVICIDE BRIQUETS	100 CT CASE	\$74.60 CASE	LARVICIDE	CASE SALES ONLY - 100 PER CASE (AMVAC - Summit Brand BTI Briquets)
MALATHION 57EC	4 X 1 GAL.	\$38.80 GAL.	ADULTICIDE	MALATHION 57% / WATER BASE / NOT ULV
MALATHION 57EC	2 X 2.5 GAL.	\$37.80 GAL.	ADULTICIDE	MALATHION 57% / WATER BASE / NOT ULV
CSI 4+4 ADULTICIDE	2 X 2.5 GAL.	\$40.00 GAL.	ADULTICIDE	MOSQUITO ADULTICIDE / READY TO USE (LIMITED AVAILABILITY)

**ADJUVANTS, SURFACTANTS, DYES, DE-FOAMERS, FOAM MARKERS, DRIFT CONTROLS (QUICK REFERENCE)**

ACTIVATOR 90	4 X 1 GAL.	\$22.00 GAL.	SURFACTANT	PREMIUM QUALITY 90% NONIONIC SURFACTANT / W AQUATIC LABELING
ACTIVATOR 90	2 X 2.5 GAL.	\$20.50 GAL.	SURFACTANT	PREMIUM QUALITY 90% NONIONIC SURFACTANT / W AQUATIC LABELING
ALL CLEAR TANK CLEANER	4 X 1 GAL.	\$20.90 GAL.	TANK CLEANER	LIQUID TANK AND EQUIPMENT CLEANER
AMMONIUM SULFATE	51 LB. BAG	\$ .30 LB.	SPRAYABLE	USE WITH GLYPHOSATES AND HERBICIDES TO INCREASE ACTIVITY
ATTACH STICKER	2 X 2.5 GAL.	\$46.80 GAL.	SOIL STICKER	HELPS TO PREVENT LEACHING OF BAREGROUND PRODUCTS
BARK OIL CLEAR LT	2X2.5 GAL.	\$13.00 GAL.	BRUSH & TREES	USE IN PLACE OF JLB OIL - LOW TEMPERATURE CLEAR FORMULATION
BARK OIL BLUE LT	2X2.5 GAL.	\$13.25 GA.	BRUSH & TREES	USE IN PLACE OF JLB OIL - LOW TEMPERATURE / BLUE DYE ADDED

BARK OIL RED LT	2X2.5 GAL.	\$13.90 GAL.	BASAL SPRAY OIL	USE IN PLACE OF JLB OIL - LOW TEMPERATURE / RED DYE ADDED
BAS-OIL BLUE (SPECTREX OS)	4 X 1 GAL. CASE	\$106.60 GAL.	OIL DYE	BLUE DYE - MIXES WITH OIL PRODUCTS (Special Orders)
BAS-OIL RED	12 X 1 PT CASE	\$32.40 PINT	OIL DYE	RED-DYE - MIXES WITH OIL PRODUCTS
BIG FOOT BLUE MARKER DYE	4 X 1 GAL.	\$34.00 GAL.	SPRAY MARKER	BLUE DYE-COMPARE TO HILIGHT BLUE
BIG FOOT BLUE MARKER DYE	2 X 2.5 GAL.	\$32.00 GAL.	SPRAY MARKER	BLUE DYE-COMPARE TO HILIGHT BLUE
BOND MAX STICKER	4 X 1 GAL.	\$36.50 GAL.	INSECTICIDE STICKER	HELPS STICK INSECTICIDES LONGER / USE FOR PINE BEETLE PRODUCTS
CHOICE WEATHERMASTER	2 X 2.5 GAL.	\$17.00 GAL.	WATER CONDITIONER	WATER CONDITIONER WITH A SURFACTANT - 1 PINT =2 LBS AMS
CHOICE WEATHERMASTER	275 GAL. TOTE	\$16.00 GAL.	WATER CONDITIONER	WATER CONDITIONER WITH A SURFACTANT - 1 PINT =2 LBS AMS
FREEWAY SILCONE SURF.	4 X 1 GAL.	\$62.60 GAL.	SILICONE SURFACT.	PREMIUM GRADE ORGANOSILICONE SURFACTANT - 100%
HERBIMAX PREMIUM COC	2 X 2.5 GAL.	\$16.50 GAL.	CROP OIL CONC.	PREMIUM GRADE CROP OIL CONCENTRATE - GOOD WITH GRASS HOPPER MIX
HERBIMAX PREMIUM COC	275 GAL. TOTE	\$15.50 GAL.	CROP OIL CONC.	PREMIUM GRADE CROP OIL CONCENTRATE - GOOD WITH GRASS HOPPER MIX
HI-LIGHT DYE	12 X 1 QT CASE	\$21.75 QT.	SPRAY MARKER	FULL STRENGTH DYE-ALSO SEE TURF TRAX HC BETTER VALUE
HI-LIGHT DYE	4 X 1 GAL.	\$50.00 GAL.	SPRAY MARKER	FULL STRENGTH DYE - ALSO SEE BIG FOOT BLUE DYE
HI-LIGHT DYE	2 X 2.5 GAL.	\$49.00 GAL.	SPRAY MARKER	FULL STRENGTH DYE - ALSO SEE BIG FOOT BLUE DYE
HI-LIGHT RED DYE	12 X 1 QT CASE	\$28.80 QT.	SPRAY MARKER	WATER SOLUBLE RED MARKING DYE
JLB OIL PLUS	<b>2 X 2.5 GL</b>	<b>see comment</b>	<b>see comment</b>	<b>USE BARK OIL BLUE LT / BETTER PRODUCT/ CARRIER-PENETRANT</b>
LI 700 SURFACTANT	4 X 1 GAL.	\$22.00 GAL	SURFACTANT	PREMIUM GRADE 90% NONIONIC SURFACTANT / WITH AQUATIC LABELING
LI 700 SURFACTANT	2 X 2.5 GAL.	\$21.00 GAL.	SURFACTANT	PREMIUM GRADE 90% NONIONIC SURFACTANT / WITH AQUATIC LABELING
LIBERATE SURFACTANT	4 X 1 GAL.	\$26.00 GAL.	SURFACTANT	NEW 100% NONIONIC SURFACTANT WITH DRIFT CONTROL ADDED
LIBERATE SURFACTANT	2 X 2.5 GAL.	\$24.00 GAL	SURFACTANT	NEW 100% NONIONIC SURFACTANT WITH DRIFT CONTROL ADDED
MAXIMIZER COC	2 X 2.5 GAL.	\$12.00 GAL.	CROP OIL CONC.	PREMIUM CROP OIL CONCENTRATE
MAXIMIZER COC	30 GAL. DRUM	\$12.00 GAL.	CROP OIL CONC.	PREMIUM CROP OIL CONCENTRATE
MAXIMIZER COC	275 GAL. TOTE	\$11.50 GAL.	CROP OIL CONC.	PREMIUM CROP OIL CONCENTRATE
METHYLATED SEED OIL-MSO	2 X 2.5 GAL.	\$14.90 GAL.	SURFACTANT	USE IN PLACE OF CB SOY-STIK BRAND - USE WITH PLATEAU
METHYLATED SEED OIL-MSO	275 GAL. TOTE	\$13.20 GAL.	OIL SURFACTANT	USE WITH PLATEAU - USE IN PLACE OF CB SOY-STIK BRAND
MSO CONC. W/LECITEC	2 X 2.5 GAL.	\$15.90 GAL.	OIL SURFACTANT	MSO THAT HAS LECITEC, BETTER PENETRATION, DRIFT CONTROL
MSO CONC. W/LECITEC	275 GAL. TOTE	\$14.20 GAL.	OIL SURFACTANT	MSO THAT HAS LECITEC, BETTER PENETRATION, DRIFT CONTROL
PHASE SURFACTANT	4 X 1 GAL.	\$35.30 GAL.	BLENDED SURFACT.	100% NIS ORGANOSILICONE AND MSO BLEND SURFACTANT
QUAD 7 WATER CONDITIONER	2 X 2.5 GAL.	\$18.50 GAL.	WATER CONDITIONER	HELPS ESCORTXP, PATRIOT, MSM, TELAR XP, OUST XP, GO INTO SOLUTION
REIGN DRIFT CONTROL	4 X 1 GAL.	\$18.00 GAL.	RTU DRIFT CONTROL	READY TO USE DRIFT REDUCTION AGENT-GOOD FOR SMALLER SPRAYERS
REIGN DRIFT CONTROL	2 X 2.5 GAL.	\$16.00 GAL.	RTU DRIFT CONTROL	READY TO USE DRIFT REDUCTION AGENT-GOOD FOR SMALLER SPRAYERS
REIGN LC (CONCENTRATE)	12 X 1 QT CASE	\$17.60 QT.	DRIFT CONTROL	CONCENTRATED DRIFT REDUCTION AGENT
SENSIPRO BLUE DF DYE	12 X 24 OZ.	\$46.60 BTL.	DLUE DYE HC	DRY FLOWABLE, HIGH CONCENTRATE, TIP, MEASURE, POUR BOTTLE
SENSIPRO BLUE WSB	40 X 1 CASE	\$220.00 CASE	BLUE DYE HC	WATER SOLUBLE BAGS, HIGH CONCENTRATION, 1 TO 2 PER 100 GAL.
SENSIPRO BLUE DYE HC	12 X 1 QUART	\$16.80 QT.	BLUE DYE HC	LIQUID BLUE DYE, HIGH CONCENTRATION FORMULATION
SPREADER 90	2 X 2.5 GAL.	\$14.60 GAL.	SURFACTANT	90% NONIONIC SURFACTANT / SUPP. AQUATIC LABEL
SPREADER 90	4 X 1 GAL.	\$16.50 GAL.	SURFACTANT	90% NONIONIC SURFACTANT / SUPP. AQUATIC LABEL
TANK & EQUIPMENT CLEANER	24 X 1 LB. CONT.	\$4.25 LB.	TANK CLEANER	1 TO 2 LBS. PER 100 GALLONS WATER

TUFF TRAX MARKING FOAM	4 X 1 GAL.	\$26.00 GAL.	MARKING FOAM	FOR FOAM MARKERS - 100% MARKING FOAM
TUFF TRAX MARKING FOAM	2 X 2.5 GAL.	\$24.00 GAL.	MARKING FOAM	FOR FOAM MARKERS - 100% MARKING FOAM
LPI TURF TRAX BLUE HC	12 X 1 QUART	\$16.00 QUART	MARKER DYE	CONCENTRATED BLUE DYE-COMPARES TO HI LIGHT BLUE-BETTER BUY
UNFOAMER	12X1 QUART	\$13.60 QT.	DEFOAMER	USE TO KNOCK DOWN FOAM IN SPRAY TANKS (FORMALLY FIGHTER F10)
UNFOAMER	4X1 GAL.	\$32.00 GAL.	DEFOAMER	USE TO KNOCK DOWN FOAM IN SPRAY TANKS (FORMALLY FIGHTER F10)
WATERSOFT	2 X 2.5 GAL.	\$20.00 GAL	WATER CONDITIONER	HELPS ESCORTXP, PATRIOT, MSM, TELAR XP, OUST XP, GO INTO SOLUTION
WEATHER GARD COMPLETE	2 X 2.5 GAL.	\$45.40 GAL.	ALL IN ONE	DRIFT MANAGEMENT, DEPOSITION AID, DEFOAMER, WATER CONDITIONER

**PRE MIXES FOR BRUSH AND TREE CONTROL, CUT STUMP SPRAYING, SALT CEDAR CONTROL AND RUSSIAN OLIVES**

<b>25% GARLON 4 HERBICIDE + 75% BARK OIL BLUE LT</b>				<b>BEST FOR MOST ALL GENERAL BRUSH AND CUT STUMPS</b>
24 X 5 GAL. PAIL PALLET	5 GAL. CUBES	CALL FOR PRICE	GENERAL BRUSH	NON RETURNABLE CONTAINERS / FULL PALLET ORDERS PLEASE
<b>80 GAL. MINIMUM ORDER</b>				
<b>25% GARLON 4 HERBICIDE + 75% BARK OIL BLUE LT</b>				<b>BEST FOR MOST ALL GENERAL BRUSH AND CUT STUMPS</b>
9 X 15 GAL. DRUM PALLET	15 GAL. DRUMS	CALL FOR PRICE.	GENERAL BRUSH	RETURNABLE CONTAINERS / FULL PALLET ORDERS PLEASE
<b>(135 GALLONS PER PALLET)</b>				RETURN FREIGHT ON DRUMS IS PRE PAID WITH ORDER
<b>25% GARLON 4 HERBICIDE + 3% STALKER HERBICIDE + 72% BARK OIL BLUE LT</b>				<b>GENERAL BRUSH AND CUT STUMPS, BROADER SPECTRUM CONTROL</b>
24 X 5 GAL. PAIL PALLET	5 GAL. CUBES	CALL FOR PRICE	GENERAL BRUSH	NON RETURNABLE CONTAINERS / FULL PALLET ORDERS PLEASE
<b>80 GAL. MINIMUM ORDER</b>				
<b>25% GARLON 4 HERBICIDE + 3% STALKER HERBICIDE + 72% BARK OIL BLUE LT</b>				<b>GENERAL BRUSH AND CUT STUMPS, BROADER SPECTRUM CONTROL</b>
9 X 15 GAL. DRUM PALLET	15 GAL. DRUMS	CALL FOR PRICE	GENERAL BRUSH	RETURNABLE CONTAINERS / FULL PALLET ORDERS PLEASE
<b>(135 GALLONS PER PALLET)</b>				RETURN FREIGHT ON DRUMS IS PRE PAID WITH ORDER
<b>33% GARLON 4 HERBICIDE + 67% BARK OIL BLUE LT</b>				<b>PREMIER SALT CEDAR &amp; RUSSIAN OLIVE BASAL AND CUT STUMP MIX</b>
24 X 5 GAL. PAIL PALLET	5 GAL. CUBES	CALL FOR PRICE	BRUSH & TREES	NON RETURNABLE CONTAINERS / FULL PALLET ORDERS PLEASE
<b>80 GAL. MINIMUM ORDER</b>				
<b>33% GARLON 4 HERBICIDE + 67% BARK OIL BLUE LT</b>				<b>PREMIER SALT CEDAR &amp; RUSSIAN OLIVE BASAL AND CUT STUMP MIX</b>
9 X 15 GAL. DRUM PALLET	15 GAL. DRUMS	CALL FOR PRICE	BRUSH & TREES	RETURNABLE CONTAINERS / FULL PALLET ORDERS PLEASE
<b>(135 GALLONS PER PALLET)</b>				RETURN FREIGHT ON DRUMS IS PRE PAID WITH ORDER

**Premixes Provide Fewer Containers To Handle. There Is Consistent Product Mix - No Need To Take Time To Measure And Mix Different Products; Minimize Spillage; Have Less Worker Exposure; Better Time Management. With The 15-gallon Returnable Containers You Have No Containers To Triple Rinse And Dispose Of. Aquimix 15-gallons Containers Have An Equipment Support Program To Purchase Approved Transfer Equipment From The 15-gallon Containers To The Application Equipment.**

We also have pre-mixes for bareground, foliar tree and brush, general and noxious weed control programs, please call if interested on these

**Get any of these mixes or any other mix made to your specifications**

TURF and ORNAMENTAL CARE PRODUCTS - HERBICIDES, FUNGICIDES, INSECTICIDES, WETTING AGENTS, GROWTH REGULATORS				
*****HERBICIDES*****				
ACCLAIM EXTRA	4 X 1 GAL.	\$521.10 GAL.	GRASSY WEEDS	
BASAMID GRANULAR	50 LB. BAG	\$7.62 LB.	SOIL FUMIGANT	
CONFRONT HERBICIDE	4 X 1 GAL.	\$136.75 GAL.	TURF BROADLEAFS	LIMITED SITE USES - NO RESIDENTAL TURF APPLICATIONS
<b>DIMENSION 2EW</b>	<b>2 X 2.5 GAL.</b>	<b>\$211.00 GAL.</b>	PRE EMERGE	PRE AND SOME POST CONTROL OF CRABGRASS AND FOXTAILS
<b>DIMENSION ULTRA WSP</b>	<b>8 X 5 OZ EACH</b>	<b>\$115.00 BAG</b>	PRE EMERGE	DRY WATER SOLUBLE PACKETS / 5 OZ BAG CONTAINS 0.125 LBS. A.I.
DRIVE XLR 8	4 X 1/2 GAL.	\$57.70 1/2 GAL.	PRE/POST EMERGE	PRE AND POST EMERGE WEED GRASSES, FOXTAIL, CRABGRASS
FUSILADE II	8 X 1 QT. CASE	\$74.70 QT.	GRASSY WEEDS	USE FOR GRASS CONTROL IN SHRUBS AND ROCK BEDS
GAME UP GROWTH REGULATOR	4 X 1 GAL.	\$136.80 GAL.	GROWTH REGULATOR	COMPARE TO PRIMO MAXX
MEC AMINE D	4 X 1 GAL.	\$32.00 GAL.	TURF WEEDS	COMPARE TO TRIMEC 992 / VESSEL / LAWN TURF, GOLF COURSE, PARKS
MEC AMINE D	2 X 2.5 GAL.	\$30.00 GAL.	TURF WEEDS	COMPARE TO TRIMEC 992 / VESSEL / LAWN TURF, GOLF COURSE, PARKS
MEC AMINE D	30 GAL. DRUM	\$28.00 GAL.	TURF WEEDS	COMPARE TO TRIMEC 992 / VESSEL / LAWN TURF, GOLF COURSE, PARKS
MEC AMINE D	250 GAL. TOTE	\$26.10 GAL	TURF WEEDS	COMPARE TO TRIMEC 992 / VESSEL / LAWN TURF, GOLF COURSE, PARKS
PENDULUM 2G	40 LB BAG	\$1.55 LB.		GRANULE 2% PENDIMETHALIN
Q-4 PLUS HERBICIDE	2 X 2.5 GAL.	\$118.80 GAL.	WEEDS & GRASSES	REPLACES TRIMEC PLUS PRODUCT, BROADLEAFS & WEED GRASSES
Q-4 PLUS HERBICIDE	4X1 GAL. CASE	121.25 GAL.	WEEDS & GRASSES	REPLACES TRIMEC PLUS PRODUCT, BROADLEAFS & WEED GRASSES
Q-4 HERBICIDE	12X 1 QUART	\$38.90 QT.	WEEDS & GRASSES	REPLACES TRIMEC PLUS PRODUCT, BROADLEAFS & WEED GRASSES
QUICKSILVER T&O	32 X 8 OZ CASE	\$139.00 BTL.		LOW RATES/FAST KNOCKDOWNS OF WEEDS WHEN ADDED
QUINCLORAC 75 DF	6X1 LB BOTTLES	\$39.00 BTL.	WEEDS & GRASSES	COMPARE TO DRIVE HERBICIDE
SEDGEHAMMER	10 X 1 EACH	\$73.50 EACH		EACH = 1.33 OZ BOTTLE
SNAPSHOT 2.5 TG	50 LB. BAG	\$2.00 LB.		APPROXIMATELY 12,500 SQ. FT. PER BAG
SPEEDZONE HERBICIDE	12 X 20 OZ. CASE	\$25.90 BOTTLE	TURF BROADLEAFS	CASE SALES ONLY
SPEEDZONE	2 X 2.5 GAL.	\$79.70 GAL.	TURF BROADLEAFS	SAME INGREDIENT AS DRIVE / SAME USE RATES AND SITES
SURGE HERBICIDE	2 X 2.5 GAL.	\$59.40 GAL	TURF BROADLEAFS	0.67% SULFENTRAZONE+18.79% DMA SALT OF 2,4-D+6.8%MCPP+3.03% DIC
TENACITY HERBICIDE	12 X 8 OZ.	\$72.00 BOTTLE	GRASSY WEEDS	
<b>TENACITY HERBICIDE</b>	<b>4 X 1 GAL.</b>	<b>\$775.00 GAL.</b>	GRASSY WEEDS	AGENCY PRICED
TRIMEC 992	2 X 2.5 GAL.	<b>see comments</b>	TURF BROADLEAFS	<b>USE TRIPLET SF OR MEC AMINE D PRODUCTS - SAME</b>
TRIMEC BENTGRASS	2 X 2.5 GAL.	\$45.20 GAL.	BENT. BROADLEAFS	USE ON BENTGRASS GREENS FOR BROADLEAF WEED CONTROL
TRIMEC CLASSIC	6 X 1 GAL.	see comments	TURF BROADLEAFS	USE TRIPLET SF OR MEC AMINE D PRODUCTS - SAME
TRIMEC CLASSIC	2 X 2.5 GAL.	see comments	TURF BROADLEAFS	USE TRIPLET SF OR MEC AMINE D PRODUCTS - SAME
TRIPLET SF	2 X 2.5 GAL.	\$32.00 GAL.	TURF SITES	COMPARE TO TRIMEC 992 - OPTICAL FORMULATION/BETTER PRODUCT

TZONE HERBICIDE	4 X 1 GAL.	\$69.85 GAL.	TURF BROADLEAFS	
TZONE HERBICIDE	2 X 2.5 GAL.	\$68.55 GAL.	TURF BROADLEAFS	
<b>INSECTICIDES / TURF &amp; TREES</b>				
ASTRO	4 X 1 GAL. CASE	\$73.40 GAL.	TREES AND SHRUBS	BORERS, BARK BEETLES, PINE BEETLES AND OTHERS
BISECT L	4 X 1 GAL. CASE	\$49.00 GAL.	TURF AND TREES	BIFENTHRIN (TALSTAR), SAME USE RATES, USE SITES
CRITERION 0.5G INSECTICIDE	30 LB. BAG	\$0.90 LB.	TURF SITES	COMPARE TO MALICE 0.5G INSECTICIDE
CRITERION 75 WSP	4 X 4 X 1.6 OZ	\$22.00 each	TIRF AND TREES	EACH = 4 X 1.6 OZ BAG, COMPARE TO MALICE/MERIT 75 WSP
DYLOX 6.2G TURF INSECTICIDE	30 LB. BAG	\$44.70 BAG	TURF SITES	GRANULE, WHITE GRUBS, SOD WEBWORM, OTHERS
MALICE 2F INSECTICIDE	4 X 1 GAL. CASE	\$60.90 GAL.	TURF AND TREES	COMPARE TO MERIT
MALICE 75 WSP	48 X 1 CASE	\$274.00 PAIL	TURF SITES	COMPARE TO MERIT 75 WSP/ \$13.60 PER 1.6 OZ TO MERITS \$16.82 PER 1.6 OZ
MALICE 75 WSP	4 X 1.6 OZ PKGS	\$28.00 PAK	TURF SITES	COMPARE TO MERIT 75 WSP PRODUCT/SAME USE SITES AND RATES
MERIT 0.5G	30 LB. BAG	\$1.10 LB.	TURF SITES	WHITE GRUBS / SOIL INSECTS
MERIT 75 WSP	4 X 1.6 OZ PKGS	USE MALICE	TURF SITES	WHITE GRUBS / SOIL INSECTS/SOLD IN PACKAGE OF 4-1.6 OZ WSP
MERIT 75 WSP MINI DRUM	110X1.6 OZ	USE MALICE	TURF SITES	WHITE GRUBS / SOIL INSECTS
SEVIN XLR PLUS	2 X 2.5 GAL.	\$55.55 GAL.	TURF AND TREES	44.1% CARBARYL
TALSTAR PROFESSIONAL	4 X 1 GAL. CASE	\$59.00 GAL	TURF AND TREES	BROAD SPECTRUM INSECTICIDE-USE BISECT L PRODUCT
TENGUARD SFR INSECTICIDE	4X1.25 GAL.CASE	\$58.40 GAL.	TURF AND TREES	SAME LABEL AS COVERT AND ASTRO / PINE BEATLE SPRAYING
<b>FUNGICIDES / TURF &amp; TREES</b>				
3336 F FUNGICIDE	2 X 2.5 GAL.	\$83.60 GAL	TURF SITES	T. METHYL
ENSIGN 720	2 X 2.5 GAL.	\$53.60 GAL.	LIMITED SUPPLY	CHLOROTHALONIL 6 LB. PER GAL. -COMPARE TO DACONIL
ENSIGN 82.5 DF	4 X 5 LB. CASE	\$7.70 LB.	LIMITED SUPPLY	CHLOROTHALONIL 82.5 - COMPARE TO DACONIL
PEGASUS DF FUNGICIDE	4 X 5 LB. CASE	\$7.70 LB.	REPLACES ENSIGN	CHLOROTHALONIL 82.5 - COMPARE TO DACONIL/ENSIGN DF
PREVIA FUNGICIDE	2 X 2.5 GAL.	\$47.90 GAL.	REPLACES ENSIGN	CHLOROTHALONIL 6 LB. PER GAL. -COMPARE TO DACONIL / ENSIGN 720
<b>MISCELLANEOUS PRODUCTS FOR TURF, TURF SOILS, MICRO-NUTRIENTS</b>				
FEATURE AC 15-0-0	2 X 2.5 GAL.	\$12.00 GAL.	MICRO-NUTRIENT	LIQUID IRON ADDITIVE
FEATURE DRY 6-0-0 WS	15 X 3 LB. CASE	\$4.25 LB	MICRO-NUTRIENT	PREMIUM GRADE SOLUBLE IRON
FEATURE PRO LQ	2 X 2.5 GAL.	\$17.00 GAL	MICRO-NUTRIENT	3%Fe, 3%Mn, 1%Mg, + HUMIC & AMINO ACIDS, PREMIUM MICRO PACKAGE

**TTTHIS IS NOT A COMPLETE LISTING OF ALL OF THE AVAILABLE HERBICIDES, FUNGICIDES, INSECTICIDES AND MICRO NUTRIENTS FOR TURF AND ORNAMENTALS, PLEASE CALL IF YOU DO NOT SEE WHAT YOU ARE LOOKING FOR**

**IF YOU DO NOT SEE A PRODUCT OR PACKAGE SIZE YOU ARE LOOKING FOR - PLEASE CALL - THIS IS NOT A COMPLETE LISTING OF ALL THE PACKAGE SIZES AVAILABLE AND PRODUCTS AVAILABLE AS WELL**

**ALL PRODUCTS THAT ARE IN BOLD BLACK DESIGNATE THEM AS A MANUFACTURER PRICE SET ITEM OR AGENCY PRICED ITEM  
THESE ITEMS CAN "NOT" HAVE ANY DISCOUNTS APPLIED TO THEM, THEY ARE ALREADY AT THE LOWEST PRICE ALLOWED**