

STATEWIDE CONTRACT #1
SWC # 214
Edison # 36079

Department of General Services
Central Procurement Office
(CPO)

VENDOR:
Crop Production Services



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM
GOVERNOR

ROBERT E. OGLESBY, AIA
COMMISSIONER

MEMORANDUM

TO: Fiscal Review Committee

FROM: John Bissell, Category Specialist

SUBJECT: Price Increase Request

DATE: October 6, 2014

Statewide Contract # 214 for Herbicides for Roadside Application as used by TDOT. This statewide contract has four (4) Edison contracts associated with it as follows:

- Contract 36077 with Helena Chemical
- Contract 36078 with CWC Chemical
- Contract 36079 with Crop Production Services **
- Contract 36081 with Alligare LLC

This particular price increase request is for one (1) line item on contract 36079 for the herbicide Viewpoint (Impazapyr.) Pricing is regulated by the manufacturer, Dupont.

CENTRAL PROCUREMENT OFFICE

312 ROSA L. PARKS AVENUE, 3RD FLOOR • NASHVILLE, TENNESSEE 37243
(615) 741-1035 • FAX: (615) 741-0684 • WWW.TN.GOV/GENERSERV/

SWC# 214, Herbicides for Roadside Application, Edison 36079

Contract Start Date: 04/01/2013

System Expiration Date: 03/31/2015

Original Number of Renewals: Two (2)

Renewals Remaining: One (1)

Competitively Procured: Yes

of Invitations Sent: 60

of Responses Received: 7

Requested Action: Price Increase

Vendor Name, (Vendor ID#) and Location: Crop Production Services (Vendor# 235)
972 East Pearl St.
Kasota, MN 56050

Main User Agencies: TDOT

Estimated Annual Volume: \$ 392,769.

Spend to Date: \$ 383,118. for SWC #214
\$ 182,626. For Contract 36079

Original Estimated Annual Cost Savings (if any): \$ 440,964. over 3 years

Background: This contract is used by TDOT. It is for bulk herbicides sprayed from a tank on the back of a truck. Price Increase for one (1) line item. (Line 22 below in Bold) Increase of \$2.94 per pound or 5%. This is the first price increase on this price regulated & patented product.

Contract Line Items: 24

1. Herbicide 2.5Gal glyphosate: n-(phosphonomethyl) glycine, Isopropylamine salt 41%
2. Herbicide 2.5Gal, glyphosate, n-(phosphonomethyl) glycine,Isopropylamine salt 53.8%
3. Herbicide,2.5Gal, fosamine ammonium (ammonium salt of fosamine/ ethyl hydrogen (aminocarbonyl) phosphonate/) 41.5%
4. Herbicide 2.5Gal TRIISOPROPANOLAMMONIUM SALT
5. StickerSpreader,2.5Gal,PRINCIPAL FUNCTIONING AGENT: DI-1-P-MENTHENE 96%
6. Herbicide, preemergent to control annual grasses & broadleaf weeds in established turfgrasses. Active Ingredients: Prodiamine (Cas No. 29091-21-2) 65%. Other Ingredients 35% Blanket, Erosion (straw) 7.5' X 120'
7. Herbicide,3Lb,SULFOMETURON METHYL

8. Herbicide 16 Oz, metsulfuron methyl (methyl -//// (4-methoxy-6-methyl-1, 3, 5-triazin-2-yl)amino/carbonyl/Amino/sulfonyl) benzoate) 60.0%
9. Herbicide 1Gal. Active ingredients: (+/-)-2/4, 5-dihydro-4-methy-4-(1-methylethyl)
10. Herbicide 15 Gal TRIISOPROPANOLAMMONIUM SALT

11. Herbicide,5LbCont,8Cont/CA, AMINOCYCLOPYRACHLOR METHYL ESTER
12. Herbicide, Labeled For Roadside Use, Dry Flowable, 3 lb container, 8 containers per case, AMINOCYCLOPYRACHLOR
13. Herbicide, 2.5 Gal, ISOOCTYL (2-ETHYLHEXYL) ESTER OF 2, 4-DICHLOROPHENOXYACETIC ACID
14. Herbicide 2.5Gal isopropylamine salt of imazapyr (2-/4, 5 Dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 h-imidazol-2yl/-3- Pyridinecarboxylic acid) 26.7%
15. Herbicide,15Gal (+/-)-2/4, 5-dihydro-4-methy-4-(1-methylethyl)
16. Herbicide,1Gal,FLUAZIFOP-P-BUTYL
17. Herbicide, 2.5Gal diglycolamine salt of 3, 6 - Dichloro-o-anisic acid 56.8%
18. Herbicide, 20 Oz, SULFOSULFURON 75.0%
19. Herbicide,20 Oz Cont,12Cont/CA, NICOSULFURON 2
20. Herbicide, 2.5 Gal, ISOOCTYL (2-ETHYLHEXYL) ESTER OF 2-METHYL-4-CHLOROPHENOXYACETIC ACID
21. Basal Oil, Labeled for Roadside Use, Liquid, 2.5 gallon container.
22. **Herbicide, Labeled For Roadside Use, Dry Flowable, 5 lb container, 8 containers per case, IMPAZAPYR**
23. Herbicide, preemergent to control annual grasses & broadleaf weeds. Active Ingredients: Indaziflam (Cas No. 730979-19-8) 19.05%. Other ingredients 80.95%
24. Surfactant, 2.5 Gal., alkylaryl polyoxyethylene and other Ingredients 90.0%

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	John Bissell	*Contact Phone:	615-741-4302		
*Presenter's name(s):	John Bissell				
Edison Contract Number: <i>(if applicable)</i>	SWC 214, Edison contract # 36079	RFS Number: <i>(if applicable)</i>	N/A		
*Original or Proposed Contract Begin Date:	04/01/2013	*Current or Proposed End Date:	03/31/2016		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>	01/01/2015				
*Department Submitting:	General Services				
*Division:	Central Procurement Office				
*Date Submitted:	10/06/2014				
*Submitted Within Sixty (60) days:	yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Crop Production Services				
*Current or Proposed Maximum Liability:	Statewide Contract # 214				
*Estimated Total Spend for Commodities:	392,769.				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:	FY:	FY:	FY:	FY	FY
\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
*Current Total Expenditures by Fiscal Year of Contract: 36079 only (attach backup documentation from Edison)					
FY: 2013	FY: 2014	FY: 2015	FY:	FY	FY
\$29,805	\$100,421	\$52,400..	\$ N/A	\$ N/A	\$ N/A
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:	100 %	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If " <i>other</i> " please define:			
If " <i>interdepartmental</i> " please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
None			
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		392,769.00 Based on reports from Edison	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		5, on the original bid, every vendor bid the exact same amount for this regulated product. No other bidder can provide this product at the original bid price.	



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Contract Issued to:

Crop Production Services Inc
1133 Banbury Ln
Brentwood, TN 37027

Vendor ID: 0000000235

Contract Number: 0000000000000000000036079

Title: Herbicides, for Roadside Application

Start Date : April 01, 2013 End Date: March 31, 2014

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: John C Bissell
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-0684
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000105621

Herbicide 2.5Gal isopropylamine salt of imazapyr (2-/4, 5 Dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 h-imidazol-2yl/-3- Pyridinecarboxylic acid) 26.7%

Unit of Measure: CH

Vendor Item/Part #: 228-534

Unit Price: \$ 120.60

Line 2

Item ID: 1000105643

Herbicide,15Gal (+/-)-2/4, 5-dihydro-4-methy-4-(1-methylethyl)

Unit of Measure: CH

Vendor Item/Part #: 241-365

Unit Price: \$ 1605.00

Line 3

Item ID: 1000105629

Herbicide,1Gal,FLUAZIFOP-P-BUTYL

Unit of Measure: CH

Vendor Item/Part #: 100-1084

Unit Price: \$ 106.50

Line 4

Item ID: 1000105630

Herbicide, 2.5Gal diglycolamine salt of 3, 6 - Dichloro-o-anisic acid 56.8%

Unit of Measure: CH

Vendor Item/Part #: 228-397

Unit Price: \$ 135.40

Line 5

Item ID: 1000105635

Herbicide, 20 Oz, SULFOSULFURON 75.0%

Unit of Measure: CH

Vendor Item/Part #: 524-500

Unit Price: \$ 247.20

Line 6

Item ID: 1000139696

Herbicide,20 Oz Cont,12Cont/CA, NICOSULFURON 2

Unit of Measure: CA

Vendor Item/Part #: 352-819

Unit Price: \$ 2424.00

Line 7

Item ID: 1000105652

Herbicide, 2.5 Gal, ISOOCTYL (2-ETHYLHEXYL) ESTER OF 2-METHYL-4-CHLOROPHENOXYACETIC ACID

Unit of Measure: CH

Vendor Item/Part #: 228-395

Unit Price: \$ 113.60

Line 8

Item ID: 1000135117

Basal Oil, Labeled for Roadside Use, Liquid, 2.5 gallon container, Acceptable Brands: Hy-End Oil, Brush & Basal Oil or Equal

Unit of Measure: CA

Vendor Item/Part #: Bark Oil Blue LT

Unit Price: \$ 46.25

Line 9

Item ID: 1000139251

Herbicide, Labeled For Roadside Use, Dry Flowable, 5 lb container, 8 containers per case, IMPAZAPYR

Unit of Measure: CA

Vendor Item/Part #: 352-847

Unit Price: \$ 2348.40

Line 10

Item ID: 1000154928

Herbicide, preemergent to control annu. grasses & broadleaf weeds. Active Ingredients: Indaziflam (Cas No. 730979-19-8) 19.05%. Other ingredients 80.95%

Unit of Measure: GA

Vendor Item/Part #: Esplande

Unit Price: \$ 1011.20

APPROVED:

Jessica Roberts
CHIEF PROCUREMENT OFFICER

BY:

John Russell
PURCHASING AGENT

3/25/13
DATE

Specifications SWC# 214 - Herbicides

General requirements

All products bid must have a formulated EPA registered number. This EPA number must be listed on the bid page.

An Environmental Protection Agency (EPA) registered label shall be prominently displayed on each provided container. The current Material Safety Data Sheets (MSDS) must be provided in each shipment. All products bid must be registered with the State of Tennessee Department of Agriculture at the time of the bid opening.

All containers must have "gallon/liter" or "ounce/pound" increment markings on the side of the container.

Technical Assistance, Service and Training

The manufacturer's representative must provide technical support to Tennessee Department of Transportation (TDOT) and other agencies for any health, legal, technical, chemical residue sampling or public relations needs.

The vendor shall provide a toll free number for technical service during normal business hours of 8:00 a.m. to 5:00 p.m. Central Standard Time (CST). The vendor shall respond telephonically to a request for technical assistance within two hours. The vendor shall provide on-site support within twenty-four hours of initial request from the State. The manufacturer's representative must hold a professional degree in horticulture, arboriculture, crop science, or forestry. Evidence of this degree must be submitted with bid.

The manufacturer's representative must be qualified to teach classes that meet the needs of EPA worker protection standards, general herbicide safety, mode of action, handling, and application. Awarded vendor must have these classes evaluated and approved by the "Director of Training at TDOT" and the classes must enable the individuals completing the classes to earn pesticide license renewal points from the Department of Agriculture. Director of Training at TDOT Kathy Booker at (615)837-5133 or kathy.booker@tn.gov

The manufacturer's representative shall be qualified to train on use of refillable containers, calibration of equipment, and container return.

Manufacturer representative training shall be required each Spring. This 7.5 hour training class shall be held at each of the four TDOT regional facilities for approximately forty (40) individuals per location. Awarded vendor(s) shall provide training contact information. Training shall be coordinated through Andy McGill at andy.mcgill@tn.gov or 615-532-3439.

Manufacturing representative training for refillable/returnable container systems shall be provided at each ship to location (estimate four TDOT locations) and shall include training for chemicals, all equipment, and safety. Training to be completed by the vendor within three days of receipt of the first shipment received at each ship to location.

Specifications and Formulations

ITEM: 1000105620

ACTIVE INGREDIENTS: GLYPHOSATE: N-(PHOSPHONOMETHYL) GLYCINE,
ISOPROPYLAMINE SALT.....41%
INERT INGREDIENTS:59%
TOTAL.....100%

ACCEPTABLE BRANDS: RAZOR PRO, GLYPHOSATE 4 PLUS, OR EQUAL

ITEM: 1000105621

ACTIVE INGREDIENTS: ISOPROPYLAMINE SALT OF IMAZAPYR (2-/4,5
DIHYDRO-4-METHYL-4-(1-METHYLETHYL)-5-OXO-1 H-IMIDAZOL-2YL/-3-
PYRIDINECARBOXYLIC ACID).....26.7%
INERT INGREDIENTS.....73.3%
TOTAL.....100.0%

ACCEPTABLE BRANDS: ARSENAL , POLARIS OR EQUAL

ITEM: 1000105623

ACTIVE INGREDIENTS: GLYPHOSATE, N-(PHOSPHONOMETHYL) GLYCINE, IN
THE FORM OF ITS ISPROPYLAMINE SALT.....53.8%
INERT INGREDIENTS.....46.2%
TOTAL.....100.0%

ACCEPTABLE BRANDS: GLYPRO, AQUA NEAT, AQUA STAR, GLYPRO, ROUND UP CUSTOM, RODEO
OR EQUAL

ITEMS: 1000105624

ACTIVE INGREDIENTS: SULFOMETURON METHYL {METHYL 2-////(4,6-
DIMETHYL-2-PYRIMIDINYL)AMINO/ CARBONYL/AMINO/SULFONYL/
BENZOATE}.....75.0%
INERT INGREDIENTS.....25.0%
TOTAL.....100.0%

EXTRUDED GRANULE OR PELLET FORMULATION IN MINIMUM 3 LB. CONTAINER AND MAXIMUM 5 LB.
CONTAINER

ACCEPTABLE BRANDS: OUST XP, SULFOMET, SFM-75, SPYDER OR EQUAL

ITEM: 1000105625

ACTIVE INGREDIENTS: FOSAMINE AMMONIUM (AMMONIUM SALT OF FOASMINE
/ ETHYL HYDROGEN (AMINOCARBONYL) PHOSPHONATE/).....41.5%
INERT INGREDIENTS.....58.5%
TOTAL.....100.0%

ACCEPTABLE BRANDS: KRENITE S OR EQUAL

ITEMS: 1000128281

ACTIVE INGREDIENTS: METSULFURON METHYL (METHYL -////
(4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2-YL)AMINO/CARBONYL/
AMINO/SULFONYL) BENZOATE).....60.0%
INERT INGREDIENTS.....40.0%
TOTAL.....100.0%

EXTRUDED GRANULE OR PELLET IN MINIMUM 8 OZ. CONTAINER AND MAXIMUM 16 OZ. CONTAINER
ACCEPTABLE BRANDS: ESCORT XP, AMTIDE 60DF, MSM 60 DF, METCEL, PATRIOT OR EQUAL

ITEMS: 1000105628 AND 1000105643

ACTIVE INGREDIENTS: (+/-)-2/4,5-DIHYDRO-4-METHY-4-(1-METHYLETHYL)
-5-OXO-1H-IMIDAZOL-2-YL/ -5-METHYL-3-PYRDINECARBOXYLIC ACID
(AMMONIUM SALTS OF).....23.6%
INERT INGREDIENTS.....76.4%
TOTAL.....100.0%

ACCEPTABLE BRANDS: PLATEAU, PANORAMIC 2 SL OR EQUAL

ITEM: 1000105629

ACTIVE INGREDIENTS: FLUAZIFOP-P-BUTYL BUTYL (R) -2/4-//5
(TRIFLUORO METHYL)-2-PYRIDNYL/OXY/PHENOXY/PROPONATE.>.....24.5%
INERT INGREDIENTS.....75.5%
TOTAL.....100.0%

ACCEPTABLE BRANDS: FUSILADE DX OR EQUAL

ITEM: 1000105630

ACTIVE INGREDIENTS: DIGLYCOLAMINE SALT OF 3,6 -
DICHLORO-O-ANISIC ACID.....56.8%
INERT INGREDIENTS.....43.2%
TOTAL.....100.0%

ACCEPTABLE BRANDS: VANQUISH OR EQUAL

ITEM: 1000105635

ACTIVE INGREDIENTS: SULFOSULFURON.....75.0%
INERT INGREDIENTS.....25.0%
TOTAL.....100.0%

ACCEPTABLE BRANDS: OUTFRIDER OR EQUAL

ITEMS: 1000105636 AND 1000105642

ACTIVE INGREDIENTS: TRIISOPROPANOLAMMONIUM SALT OF 2-PYRIDINE
CARBOXYLIC ACID, 4-AMINO -3, 6-DICHLORO-.....40.6%
INERT INGREDIENTS.....59.4%
TOTAL.....100.0%

ACCEPTABLE BRANDS: MILESTONE OR EQUAL

ITEM: 1000105651

ACTIVE INGREDIENTS: ISOOCTYL (2-ETHYLHEXYL) ESTER OF 2, 4-DICHLOROPHENOXYACETIC ACID*32.1%

ISOOCTYL (2-ETHYLHEXYL)ESTER(+)-R-2-(2,4-DICHLOROPHENOXY) PROPIONIC ACID**+.....16.1%

OTHER INGREDIENTS.....51.8%

TOTAL.....100.0%

CONTAINS PETROLEUM DISTILLATES

ISOMER SPECIFIC METHOD, EQUIVALENT TO:

*2,4-DICHLOROPHENOXYACETIC ACID.....21.3%, 1.71 LBS/GAL.

**(+)-R-2(2,4-DICHLOROPHENOXY)PROPIONIC ACID...10.9%, 0.87 LBS/GAL.

+CONTAINS THE SINGLE ISOMER FORM OF DICHLORPROP-P

ACCEPTABLE BRANDS: PATRON 170OR EQUAL

ITEM: 1000105652

ACTIVE INGREDIENTS: ISOOCTYL (2-ETHYLHEXYL) ESTER OF 2-METHYL-4-CHLOROPHENOXYACETIC ACID*56.40%

BUTOXYETHANOL ESTER OF 3,5,6-TRICHLORO-2-PYRIDINYLOXYACETIC ACID**5.00%

DICAMBA (3,6-DICHLORO-O-ANISIC ACID***3.60%

OTHER INGREDIENTS.....35.26%

TOTAL.....100.00%

CONTAINS PETROLEUM DISTILLATES

ISOMER SPECIFIC AOAC METHOD, EQUIVALENT TO:

*2-METHYL-4-CHLOROPHENOXYACETIC ACID.....36.0%, 3.0 LBS/GAL

**3,5,6-TRICHLORO-2-PYRIDINYLOXYACETIC ACID.....3.6%, 0.3 LBS/GAL

***3,6-DICHLORO-O-ANISIC ACID.....3.6%, 0.3 LBS/GAL

ACCEPTABLE BRANDS: PROGENY OR EQUAL

ITEM: 1000139697

ACTIVE INGREDIENTS: AMINOCYCLOPYRACHLOR METHYL ESTER OF 6-AMINO -5CHLORO-2-CYCLOPROPYL-4-PYRIMIDINECARBOXYLIC ACID.....39.5%

CHLORSULFURON2-CHLORO-N-((4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2-YL) AMINOCARBONYL)BENZENSULFONAMIDE.....15.8%

OTHER INGREDIENTS.....44.7%

TOTAL.....100.0%

ACCEPTABLE BRANDS: PROSPECTIVE OR EQUAL

ITEM: 1000139698

ACTIVE INGREDIENTS: AMINOCYCLOPYRACHLOR 6-AMINO-5-CHLORO-2-CYCLOPROPYL-4-PYRIMIDINECARBOXYLIC ACID.....39.5%

METSULFURON METHYL METHYL 2(((4-METHOXY-6-METHYL -1,3,5-TRIAZIN-2-YL)AMINO)CARBONYL) AMINO)SULFONYL)BENZOATE.....12.6%

OTHER INGREDIENTS.....47.9%
 TOTAL.....100.0%

ACCEPTABLE BRANDS: STREAMLINE OR EQUAL

ITEM: 1000139696

ACTIVE INGREDIENTS: NICOSULFURON
 2-((4,6-DIMETHOXYPYRIMIDIN-2-
 YL)AMINOCARBONYL)AMINOSULFONYL)-N
 .N-DIMETHYL-3-PYRIDINECARBOXAMIDE.....56.2%
 METSULFURON METHYL
 METHYL 2-(((4-METHOXY-6-METHYL-1,3,5-TRIAZIN-2YL)
 AMINO)CARBONYL)AMINO)SULFONYL)BENZOATE.....15.0%
 OTHER INGREDIENTS.....28.8%
 TOTAL.....100.0%

ACCEPTABLE BRANDS: PASTORA OR EQUAL

ITEM: 1000135117

PRINCIPLE FUNCTIONING AGENTS:
 PETROLEUM OIL AND EMULSIFIERS.....98.0%
 CONSTITUENTS INEFFECTIVE AS SPRAY ADJUVANTS.....2.0%
 TOTAL.....100.0%

OR

PARAFFIN OIL, SURFACE ACTIVE COUMPOUNDS AND COUPLING AGENTS.....100.0%

ACCEPTABLE BRANDS: HY-END OIL, ELITE PREMIER OR EQUAL

ITEM: 1000139251

ACTIVE INGREDIENTS
 IMPAZAPYR
 (2-[4,5-DIHYDRO-4-METHYL-4-(1-METHYLETHYL)-5-OXO-1H-IMIDAZOL
 -2-YL]-3-PYRIDINECARBOXYLIC ACID).....31.6%
 AMINOCYCLOPYRACHLOR
 6-AMINO-5-CHLORO-2-CYCLOPROPYL-4-PYRIMIDINECARBOXYLIC ACID....22.8%
 METSULFURON METHYL
 METHYL 2-[[[(4-METHOXY-6-METHYL-1-1,3,5-TRIAZIN-2-YL)AMINO]
 -CARBONYL]AMINO]SULFONYL]BENZOATE.....7.3%
 OTHER INGREDIENTS.....38.3%
 TOTAL.....100.0%

ACCEPTABLE BRAND: VIEWPOINT OR EQUAL

ITEM: 1000105631 (NON-IONIC SURFACTANT)

PRIMARY COMPONENTS: ALKYLARYLPOLYOXYETHEYLENE AND OTHER
 INGREDIENTS.....90.0%
 INERT INGREDIENTS.....10.0%
 TOTAL.....100.0%

ACCEPTABLE BRANDS: ACTIVATE PLUS 90, CANNON, INVADE 90, ALLIGARE 90
 OR EQUAL

ITEM: 1000139384 (STICKER-SPREADER)

PRINCIPAL FUNCTIONING AGENT :

DI-1-P-MENTHENE.....	96%
INERT INGREDIENTS.....	4%
TOTAL.....	100%

OR

DI-1-P-METHANE,NONIONIC SURFACTANT, PARAFFINIC HYDROCARBONS..100%

ACCEPTABLE BRAND: NU-FILM-IR, ELITE RADIANT OR EQUAL

ITEM: 1000154928 (LIQUID)

ACTIVE INGREDIENT

INDAZIFLAM (CAS NO. 730979-19-8).....	19.05%
OTHER INGREDIENTS.....	80.95%
TOTAL.....	100.0%

ACCEPTABLE BRANDS: ESPLANADE OR EQUAL

ITEM: 100154929 (DISPERSIBLE GRANULAR)

ACTIVE INGREDIENT

PROMIAMINE (CAS NO. 29091-21-2).....	65.00%
OTHER INGREDIENTS.....	35.00%
TOTAL.....	100.00%

ACCEPTABLE BRANDS: PROCLIPSE 65 WDG OR EQUAL

SPECIFICATIONS FOR 15 GALLON REFILLABLE/RETURNABLE CONTAINERS

ITEMS: 1000105642 AND 1000105643

1. Only acceptable containers shall be center sump loaded, have a single center bung, and have a convex bottom.
2. Containers must have both gallon and liter increments on the side of the drum.
3. Containers shall have a neutral color to enhance visual determination of amount of product in container.
4. Containers shall be DOT approved for use as "returnable". No one-way containers shall be accepted.
5. Containers shall have handling rings on the top and bottom of the container and shall be capable of holding up to 15 gallons of product.
6. Containers shall have a stainless steel micromatic valve.
7. Proposed brands/models of containers shall be sent by vendor to TDOT for evaluation. The vendor shall contact TDOT to arrange testing. If deemed acceptable, brand/model will be included in next solicitation's specifications.

Minimum Orders and Shipping on Returnable Containers:

The using agency will order in increments of nine containers. The product is to be shipped on pallets (nine, fifteen- gallon containers per pallet). The agency reserves the right to mix and match products on these pallets. The vendor is required to pay all shipping and associated cost for delivery and pick-up of the returnables.

Requirements for All Refillable/Returnable Containers

Containers and contents shall be tracked via internet with the following reporting capabilities:

- * Container and product movements by shipping locations
- * Container locations by shipping location
- * View current and past shipments
- * Track shipments through entire shipping and receiving process

Internet reporting shall be provided at all times and be accessible through a secure website accessible by a username and password.

*****Note: Bidder is to provide product literature, technical data sheet and MSDS for each product bid; either attached to the bid or emailed to the Category Specialist.**



Terms and Conditions

Event Number: **32110-6333**

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:
<https://supplier.edison.tennessee.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.
12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tennessee Code Annotated 12-3-314(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the Chief Procurement Officer determines that it is necessary to protect the interests of the state, the Chief Procurement Officer may petition the Procurement Commission to approve contractor liability in excess of two (2) times the value of the contract. If the Commission agrees with the Chief Procurement Officer, it may approve such a higher liability amount.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. 12-3-214 (authority to resolve protested bids, bid process or procedures, and awards), vendors may protest. Please refer to the Agency Purchasing Procedures Manual, Section 14.13.1 for protest procedures and protest bond requirements or contact the purchasing agent at 615-741-1035. The manual is located on the Central Procurement Office Website: www.tennessee.gov/generalserv/purchasing

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office
Attn: Bidder Services
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central

Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on

MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

30. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

31. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Deputy Commissioner of General Services, Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed

Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/purchasing/for_bidders.html.

Special Terms and Conditions

1. F.O.B. Destination (Statewide Contract)

All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee.

Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 3

Initial Contract Term With 2 Renewals

Start Date: March 01, 2013 Initial End Date: February 28, 2014 Final End Date: February 28, 2016

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

2. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period \$ 556,000.00

Dates: From January 01, 2012 To December 31, 2012

Estimated Funding New Contract Period

1st 12 MONTHS \$ 556,000.00
2nd 12 MONTHS \$ 556,000.00
3rd 12 MONTHS \$ 556,000.00

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and

vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

3. Bids Requested on Standard State Specifications for Products and/or Services

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

4. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

5. Delivery Time (Days)

All items must be delivered within approximately 10 days after receipt of a purchase order (ARO).

6. Minimum Orders

Individual orders for less than \$5,000.00 are exempt from purchase from this contract. User agencies will purchase by applicable purchasing procedures.

Fifteen (15) gallon containers will be purchased at a minimum of nine (9) containers per order.

7. Freight F.O.B. State Agency (Dock)

All quotations shall be F.O.B. destination. The term F.O.B. shall mean delivered and unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the vendor/contractor.

8. Firm Bid Price Period (Price Increase Allowed After Time Frame)

Prices quoted shall be firm for 365 days following the contract start date, except in the event an unexpected charge is imposed on the contractor holder by federal, state, county or city government entity during the term of the contract. The vendor/contractor may invoice the state for the imposed charge amount as long as it provides proof (invoice or statement, etc.) of the imposed charge to the user agency. The state shall also be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor holder must provide written price reduction information within ten (10) days of its effective date.

Requests for price changes based on vendor/contractor's cost:

Written requests for price changes based on vendor/contractor's actual cost for other than an imposed charge by federal, state, county, or city government entity after the firm price period shall be submitted in writing to the Department of General Services, Purchasing Division. Any increase shall be based on

the vendor's/contractor's actual cost increase, may not constitute additional profit as shown in written cost documentation and must contain data establishing or supporting the general or industry wide nature of the change.

At the option of the state, (1) request may be granted, (2) the contract may be canceled and awarded to the next low bidder, (3) the contract may be canceled and the commodity/service be re-advertised for award, or (4) continue the contract without change. The Purchasing Division will accept or reject all such written requests within forty-five (45) working days of the date of receipt of complete and verified documentation.

Approval of Price Increases: If approved, the Purchasing Division will modify the contract to reflect the approved price increase and issue the revised contract. The vendor/ contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the original contract price. Approval of any price increase renews the firm price period.

Price Increase Rejection: When the state rejects a request for a price increase, the vendor/ contractor will be notified in writing of the state's intention. If the contract is to be canceled, the vendor/contractor shall be notified of the cancellation date via certified mail. The vendor/ contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the cancellation, if received by the vendor/contractor within a thirty (30) days following the date of the cancellation.

9. Vendor Reporting

Contract vendors will be required to submit reports validating contract purchases, including purchases made by local governments, by period, line item and receiving location. Reports will detail at a minimum the following information:

1. Contract Number
2. Contract Line Item Number
3. Commodity Description
4. Line Item Quantity Purchased
5. Line Item Dollar Amount (Volume) Purchased

Additional report details may be required with a thirty (30) day written notice.

Reports are due at the Central Procurement Office in the first week of each quarter of the contract period. Reports must be submitted electronically or by digital appliance in Microsoft Excel format. Additional reports may be requested in writing by the Contract Administrator with a thirty (30) day written notice to the vendor.

10. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

11. Inspection/Facilities

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

12. Substitution

Substitution of one or more goods, brands or manufacturers after the contract is awarded is expressly prohibited unless approved in writing by the State. The State may, at its discretion, require the contractor to provide one or more substitute goods of equal quality, subject to the approval by the State, for the same price and on the same delivery terms, if one or more goods for which the contract was awarded becomes unavailable to the contractor.

13. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

14. Bid Rejection

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

15. Single Award Preferred

The state prefers to award a single contract for all line items to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid; however, separate awards may be made by the following method:

Line Item:

If awarded by line item, bid prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total.

16. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform
Conformity to Specifications

17. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn: John Bissell Email: john.bissell@tn.gov

18. Negotiations

The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current

pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

19. Purchase Order Release (Statewide)

Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Products from different contracts issued for the same statewide may be combined on a single purchase order to the same vendor/ contractor to meet minimum order requirements. Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/contractor.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The vendor/contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- Not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

20. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

21. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

22. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

INVITATION TO BID

The following shall be completed by the bidder. The following is a list of acceptable responses:

1. The bidder can copy the document to their computer, fill out the form and re-attach it to the bid.
2. The bidder can attach or send its company's diversity business policies with the bid.
3. The bidder can attach or send responses to the Good Faith Efforts, Diversity Business Participation, and the Diversity Utilization Plan with the bid.

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor, in an effort to expand economic opportunities for small businesses and businesses owned by minorities and women in Tennessee, issued Executive Order Number 14 on December 8, 2003, which created the Governor's Office of Diversity Business Enterprise (Go-DBE). In 2004, to further facilitate the State's efforts to promote greater participation by minority owned, woman owned and small businesses in its procurement and contracting opportunities, the General Assembly passed legislation amending Tennessee Code Annotated 12-3-801 through 808 establishing the "Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act." July 1, 2010 Public Chapter No. 1140 became effective by amending Title 12, Chapter 3, and Part 8 relative to include service-disabled veteran owned businesses. To coordinate this effort, Go-DBE and the Department of General Services' Central Procurement Office have implemented the following procedure:

The vendor or prime contractor should contact appropriate sources within its geographic area to identify qualified minority owned, woman owned, service-disabled veteran owned and small businesses for this purpose. If needed, the Governor's Office of Diversity Business Enterprise can provide a list of minority owned, woman owned, service-disabled veteran owned and small businesses who provide an array of services or a vendor may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned, service-disabled veteran owned and small businesses.

To assist you in your effort to seek and solicit the participation of minority owned, women owned, service-disabled veteran owned or small businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> ; or by calling the Governor's Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority owned, women owned, service-disabled veteran owned or small business that is not listed in the State's directory, please provide its company name, address and telephone number in the space provided. We will assist them in registering with the Governor's Office of Diversity Business Enterprise.

Please complete the attached form and include all pertinent documentation regarding your company's efforts to achieve diversity business participation. This information must be submitted with the bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

GOOD FAITH EFFORTS

GOOD FAITH EFFORTS UNDERTAKEN BUT NOT LIMITED TO THE FOLLOWING ACTIONS (PROVIDE SPECIFIC DOCUMENTATION FOR EACH EFFORT CHECKED)

- 1) ___ Contacted diversity businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on the Go-DBE Directory. (Provide a list of minority, women, service-disabled veteran owned and small businesses who were contacted. Indicate whether the diversity business responded or followed up to your solicitation request.)
- 2) ___ Make the specifications and requirements of this procurement available for review by prospective diversity businesses at least ten (10) days before the bid or proposals are due.
- 3) ___ If possible, breaking down or combining elements of work into economically feasible units to facilitate diversity business participation.
- 4) ___ Work with minority, women, service-disabled veteran owned, and small business trades, community organizations, or minority, women, service-disabled veteran owned or small business organizations identified by Go-DBE to obtain diversity businesses participation, whenever possible.
- 5) ___ If possible, provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for diversity business subcontractors.
- 6) ___ Negotiate in good faith, with interested diversity businesses, and not reject them as unqualified without sound reasons based on lack of qualification, and document in writing the reasons for exclusion.
- 7) ___ If possible, provide assistance to an otherwise qualified diversity business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assist diversity businesses in obtaining the same unit pricing with the bidder's suppliers, in order to help diversity businesses establish credit.
- 8) ___ If possible, negotiate joint venture and partnership arrangements with diversity businesses in order to increase opportunities for diversity business participation on this procurement.
- 9) ___ If possible, provide quick pay agreements, and policies to enable diversity businesses and suppliers to meet cash-flow demands.
- 10) ___ Other effort. (Please provide details of efforts made to obtain diversity participation on the procurement).

DIVERSITY BUSINESS PARTICIPATION:

In order to achieve Diversity Business participation, certified **MINORITY-OWNED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND SMALL-OWNED BUSINESSES** are expected to participate in the following manner.

<p align="center">MBE/WBE/ SDVBE/SBE Firm</p>	<p align="center">Description of Work (MBE/WBE/ SDVBE, SBE)</p>	<p align="center">Projected Contract Amount and Award Date</p>	<p align="center">Contract Schedule Start Date</p>	<p align="center">Contract Payment Schedule</p>	<p align="center">Project Completion Date</p>
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Phone:</p> <p>E-mail:</p>					
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Phone:</p> <p>E-mail:</p>					

DIVERSITY UTILIZATION PLAN

CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SDVBE/SBE PLAN

Business/Company/Vendor Name:		
Event/Contract Number:		Award Date:
Address:	City:	State: Zip Code:
Event/Contract Description: (Brief Description of Project)		
Business/Company/Vendor Contact Name:		Phone: E-Mail:

PROJECTED MBE/WBE/SDVBE/SBE BID SUMMARY

	%	Amount		Amount
1. Total Dollar Value of the Contract	100%	\$		
2. MBE Projected Goal Applied to the Contract	____%	\$	6. Total MBE Dollar Amount Met	\$
3. WBE Projected Goal Applied to the Contract	____%	\$	7. Total WBE Dollar Amount Met	\$
4. SDVBE Projected Goal Applied to the Contract	____%	\$	8. Total SDVBE Dollar Amount Met	\$
5. MBE/WBE/SDVBE Combined Projected Goals	____%	\$	9. Combined Total MBE/WBE/SDVBE Dollar Amount Met	\$

Go-DBE PROGRAM USE ONLY

		Date Approved	Date Disapproved	Initials
MBE (%)	Minorities (%)			
WBE (%)	Female (%)			
SDVBE (%)	Service-disabled veteran (%)			

Crop Production Services



TIMBERLAND DIVISION

September 16, 2014

CPS
P.O. Box 55
972 East Pearl Street
Kasota, MN 56050

John Bissell
TN DOT
Tower, 3rd Floor
312 Rosa L Parks Ave.,
Nashville, TN 37243

RE: Contract 36079

John, we are hereby requesting price increase on items #9, Viewpoint, on contract 36079.

Dupont has raised their pricing on Viewpoint by \$2.94 per pound as shown in the attached documentation. Please change our contract price to \$61.65/#

If you have any questions, let me know.

Daryl Olson

Daryl Olson



2012 DuPont VMF Distributor Aminocyclopyrachlor Products Price List
Area: U.S. excluding HI

Effective Date 01-01-12v1

Product Name	DuPont Product ID	Pricing U/M	Minimum Order Qty	Minimum Order Pkg	Pallet Size	Distributor Price	Cash Discounts and Terms*	Minimum Reported Resale Transaction Price to Earn Incentives	Maximum Reported Resale Transaction Price to Earn Incentives
Perspective™ (12x1.25 lb bt/case)	D14388669	LB	30 lb	2 Cases	540 lb	██████████	E	\$73.60	\$84.32
Perspective™ (8x5 lb bt/case)	D14581453	LB	80 lb	2 Cases	720 lb	██████████	E	\$73.60	\$84.32
Streamline™ (8x3 lb bt/case)	D14388236	LB	48 lb	2 Cases	432 lb	██████████	E	\$82.40	\$94.40
Streamline™ (32x20 lb bag/pallet)	D14581466	LB	160 lb	8 bags	640 lb	██████████	E	\$82.40	\$94.40
Viewpoint™ (8x5 lb bt/case)	D14388667	LB	80 lb	2 Cases	720 lb	██████████	E	\$58.71	\$67.26
Viewpoint™ (32x20 lb bag/pallet)	D14581432	LB	160 lb	8 bags	640 lb	██████████	E	\$58.71	\$67.26

ORDERS WILL BE INVOICED AT THE PRICE IN EFFECT AT THE TIME OF SHIPMENT
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

N/A = Not Applicable

REMIT TO: Refer to remittance address on invoices and forward to DuPont.

MINIMUM ORDER REQUIREMENTS:

Prices do not include state taxes, use fees and other regulatory imposed fees.

* **TERMS BY PRODUCT GROUP:**

Product Group	Purchase Period	Net Due	Early Payment Date	Cash Discount
E.	10/01/11 to 11/14/11	80 Days from End of Month Invoiced		
	11/15/11 to 2/28/12	6/15/12		
	3/01/12 to 5/31/12	9/15/12	NA	NA
	6/01/12 to 09/30/12	80 Days from End of Month Invoiced		

Prices are subject to change without notice
Orders will be invoiced at the price in effect at time of shipment

CUSTOMER SERVICE:
1-800-342-5247



2015 DuPont VMF Distributor Aminocyclopyrachlor Products Price List
Area: U.S. excluding HI

Create Date 08-15-14
 Effective Date 10-01-14

Product Name	DuPont Product ID	Pricing U/M	Minimum Order Qty	Minimum Order Pkg	Pallet Size	Distributor Price	Cash Discounts and Terms*	Minimum Reported Resale Transaction Price to Earn Incentives	Maximum Reported Resale Transaction Price to Earn Incentives
Perspective™ (12x1.25 lb btl/case)	D14386669	LB	30 lb	2 Cases	540 lb	██████████	D	\$77.46	\$88.74
Perspective™ (8x5 lb btl/case)	D14581453	LB	80 lb	2 Cases	720 lb	██████████	D	\$77.46	\$88.74
Streamline™ (8x3 lb btl/case)	D14388236	LB	48 lb	2 Cases	432 lb	██████████	D	\$86.52	\$99.12
Streamline™ (32x20 lb bag/pallet)	D14581466	LB	160 lb	8 bags	640 lb	██████████	D	\$86.52	\$99.12
Viewpoint™ (9x5 lb btl/case)	D14386617	LB	80 lb	2 Cases	720 lb	██████████	D	\$61.65	\$70.62
Viewpoint™ (32x20 lb bag/pallet)	D14581432	LB	160 lb	8 bags	640 lb	██████████	D	\$61.65	\$70.62

ORDERS WILL BE INVOICED AT THE PRICE IN EFFECT AT THE TIME OF SHIPMENT
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

N/A = Not Applicable

REMIT TO: Refer to remittance address on invoices and forward to DuPont.

MINIMUM ORDER REQUIREMENTS:

Prices do not include state taxes, use fees and other regulatory imposed fees.

* **TERMS BY PRODUCT GROUP:**

Product Group	Purchase Period	Net Due	Early Payment Date	Cash Discount
D.	10/01/14 to 11/14/14	80 Days from End of Month Invoiced		
	11/15/14 to 2/28/15	6/15/15		
	3/01/15 to 5/31/15	9/15/15	NA	NA
	6/01/15 to 09/30/15	80 Days from End of Month Invoiced		

FY2014

Invoice Number	Account	Quantity	Unit Price	Quantity	Unit Price	CD on Vehicle	Region Code	MDR Class	Ship To This?	City	PO Box	PO Box ID	Ship To This?	City	PO Box	PO Box ID
Crop Production Services Inc	1000155635	Herbicide, 20 Oz. SULFOSULFURO	247.20	100	247.20	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155635	Herbicide, 20 Oz. SULFOSULFURO	247.20	50	12,360.00	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155635	Herbicide, 2.5Gal isopropylamin	120.60	4	482.40	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155635	Herbicide, 2.5Gal isopropylamin	247.20	40	9,888.00	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155635	Basal Oil, Labeled for Roadside	46.25	20	925.00	01	675-55	Adjuvants: Emulsifiers, Spread	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155621	Herbicide, 2.5Gal isopropylamin	120.60	1	120.60	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000154628	Herbicide, preemergent to cont	1,011.20	5	5,056.00	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155630	Herbicide, 2.5Gal isopropylamin	135.40	200	27,080.00	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155643	Herbicide, 1.5Gal (4+3) 2M, 5-	1,605.00	8	14,445.00	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155635	Herbicide, 20 Oz. SULFOSULFURO	287.20	20	5,744.00	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424
Crop Production Services Inc	1000155635	Herbicide, 20 Oz. SULFOSULFURO	287.20	20	100,421.00	01	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	00001326424	524-500	JACKSON	40100	00001326424

FY2015

Vendor Name	Item	Voucher Ln Short Descr	UOM	Unit Price	Quantity	Unit Price	Merchandise	Voucher	NISP Code	NISP Descr	Ship To Descr	City	PO Bud	PO ID	Cont PO	Vnd Jim ID
Crop Production Services Inc	1000105621	Herbicide 2.5Gal isopropylamin	CH	120.60	80	9648	9648.000	00000036079	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	0000162772		00036079
Crop Production Services Inc	1000105635	Herbicide, 20 Oz, SULFOSULFURO	CH	267.20	160	42752	42752.000	00000036079	675-90	Liquid Formulation Herbicides	REGION 4 GARAGE	JACKSON	40100	0000162772		00036079
52400.000																