



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1855833
Solicitation Description: Addendum 01: Vegetation Mgmt. w/ Operator - Herbicide Spray
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-04-07 10:30	SR 0803 ESR04062600000006688	1

VENDOR
 000000215203
 OPTERRA SOLUTIONS INC

Solicitation Number: ARFQ 0803 DOT2600000079
Total Bid: 0
Response Date: 2026-04-06
Response Time: 15:28:30
Comments:

FOR INFORMATION CONTACT THE BUYER
 Jeromie F Lanham
 304-720-7383
 jeromie.f.lanham@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Guardrail Spray Area, Herbicide by WVDOT	0.00000	ACRE	158.400000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Median Spray Area, by WVDOT	0.00000	ACRE	50.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Brush Control Spray Area, Herbicide by WVDOT	0.00000	ACRE	50.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Escape Ramp & Storage Spray Areas, Herbicide by WVDOT	0.00000	ACRE	150.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Wildflower Plot Spray Area, Herbicide by WVDOT	0.00000	ACRE	175.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Guardrail Spray Area - Option A, Herbicide by Vendor	0.00000	ACRE	256.590000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Guardrail Spray Area - Option B, Herbicide by Vendor	0.00000	ACRE	220.880000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Median Spray Area, Herbicide by Vendor	0.00000	ACRE	98.140000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Brush Control Spray Area - Option A, Herbicide by Vendor	0.00000	ACRE	136.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Brush Control Spray Area - Option B, Herbicide by Vendor	0.00000	ACRE	115.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Brush Control Spray Area - Option C, Herbicide by Vendor	0.00000	ACRE	235.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Brush Control Spray Area - Option D, Herbicide by Vendor	0.00000	ACRE	205.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Escape Ramp & Storage Lot Spray Areas, Herbicide by Vendor	0.00000	ACRE	205.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Wildflower Plot Spray Area, Herbicide by Vendor	0.00000	ACRE	200.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70141604			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Mobilization - First Mile*	0.00000	MILE	0.150000	0.00

Comm Code	Manufacturer	Specification	Model #
24000000			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Mobilization - Additional Mile*	0.00000	MILE	0.150000	0.00

Comm Code	Manufacturer	Specification	Model #
24000000			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1855833		Reason for Modification:	
Doc Description: Vegetation Management with Operator - Herbicide Spraying			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-20	2026-04-07 10:30	ARFQ 0803 DOT2600000079	1

BID RECEIVING LOCATION

PROCUREMENT DIVISION
 DIVISION OF HIGHWAYS
 BLDG 6 RM 340A
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000215203
Vendor Name : Opterra Solutions, Inc.
Address : 270 Bruner Rd
Street :
City : Lexington
State : South Carolina **Country :** US **Zip :** 29072
Principal Contact : Tyler Allen
Vendor Contact Phone: 803-957-8989 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jeromie F Lanham
 304-720-7383
 jeromie.f.lanham@wv.gov

Vendor Signature X  **FEIN#** 57-0851059 **DATE** 04/06/2026

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN OPEN-END CONTRACT OF VEGETATION MANAGEMENT WITH OPERATOR - HERBICIDE SPRAYING FOR STATEWIDE USE PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE OF THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Guardrail Spray Area, Herbicide by WVDOT	0.00000	ACRE	\$158.40	\$64,944.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Median Spray Area, by WVDOT	0.00000	ACRE	\$50.00	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Brush Control Spray Area, Herbicide by WVDOT	0.00000	ACRE	\$50.00	\$14,000.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Escape Ramp & Storage Spray Areas, Herbicide by WVDOT	0.00000	ACRE	\$150.00	\$750.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Wildflower Plot Spray Area, Herbicide by WVDOT	0.00000	ACRE	\$175.00	\$875.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Guardrail Spray Area - Option A, Herbicide by Vendor	0.00000	ACRE	\$256.59	\$110,333.70

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Guardrail Spray Area - Option B, Herbicide by Vendor	0.00000	ACRE	\$220.88	\$70,681.60

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Median Spray Area, Herbicide by Vendor	0.00000	ACRE	\$98.14	\$5,888.40

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Brush Control Spray Area - Option A, Herbicide by Vendor	0.00000	ACRE	\$136.00	\$23,120.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Brush Control Spray Area - Option B, Herbicide by Vendor	0.00000	ACRE	\$115.00	\$18,400.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Brush Control Spray Area - Option C, Herbicide by Vendor	0.00000	ACRE	\$235.00	\$63,450.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Brush Control Spray Area - Option D, Herbicide by Vendor	0.00000	ACRE	\$205.00	\$20,500.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Escape Ramp & Storage Lot Spray Areas, Herbicide by Vendor	0.00000	ACRE	\$205.00	\$1,025.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Wildflower Plot Spray Area, Herbicide by Vendor	0.00000	ACRE	\$200.00	\$1,000.00

Comm Code	Manufacturer	Specification	Model #
70141604			

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Mobilization - First Mile*	0.00000	MILE	\$0.15	\$0.15

Comm Code	Manufacturer	Specification	Model #
24000000			

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

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Mobilization - Additional Mile*	0.00000	MILE	\$0.15	\$0.15

Comm Code	Manufacturer	Specification	Model #
24000000			

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE BY 10:00 AM EST	2026-03-25

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: 03/25/2026 by 10:00 A.M. EST.

Submit Questions to:

DOTPROCUREMENTTECHQUES@WV.GOV

Email: DOTPROCUREMENTTECHQUES@WV.GOV

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: VEGETATION MANAGEMENT WITH OPERATOR - HERBICIDE SPRAYING

BUYER: JEROMIE LANHAM

SOLICITATION NO.: ARFQ DOT2600000079

BID OPENING DATE: 04/07/2026

BID OPENING TIME: 10:30 A.M. EST.

FAX NUMBER: 304-558-0047

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

6. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

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

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

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

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

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

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

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

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ upon award _____ and the initial contract term extends until one (1) year _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

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

Other: See attached.

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

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

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

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

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

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

West Virginia Contractor's License

WV Department of Agriculture Licensed Pesticide Application Business License (LPAB)

WV Department of Agriculture Certified Applicator License

WV Department of Agriculture Category 7 Certification - Right of Way and Industrial Weed Control

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 _____ per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

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

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

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

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

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

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

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

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

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

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

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

[Tyler Allen - VP of Operations](#)

(Printed Name and Title)

[270 Bruner Rd Lexington SC 29072](#)

(Address)

[803-957-8989](#)

(Phone Number) / (Fax Number)

Tyler.allen@opterrasolutions.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

[Opterra Solutions, Inc.](#)

(Company)



(Signature of Authorized Representative)

Tyler Allen

VP of Operations

(Printed Name and Title of Authorized Representative)

04/06/2026

(Date)

[803-957-8989](#)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Vegetation Management with Operator – Herbicide Spraying

SPECIFICATIONS

1. **Purpose and Scope:** The West Virginia Department of Transportation is soliciting bids to establish an open-end contract to provide all labor, equipment, services, and incidentals necessary for Vegetation Management with Operator services, to provide herbicide application in the form of guardrail spraying, brush spraying, and wildflower plot spraying for use at locations throughout the State of West Virginia by the West Virginia Department of Transportation.

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

 - 2.2 **“Arm’s Length Transaction”** – Transaction between two independent and unrelated parties in which both parties are acting in their own self-interest.

 - 2.3 **“Contract Item”** – The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.

 - 2.4 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Department of Transportation Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

 - 2.5 **“EPA”** – The Environmental Protection Agency and the West Virginia Department of Environmental Protection in reference to the Federal, State, and Local levels of government: www.epa.gov/ and www.dep.wv.gov/.

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

 - 2.7 **“Equal To’ Herbicide Information Form”** – The form on which the Vendor will provide specific detailed information on the “equal to” herbicides bid, referred hereto as **Attachment B (ATT B) “Herbicide Information Form”**. The Vendor

REQUEST FOR QUOTATION
Vegetation Management with Operator – Herbicide Spraying

will include on this form the names of “equal to” herbicides bid along with the products, EPA registration numbers, and WVDA registration numbers. Vendors must include copies of all Product Labels for all “equal to” items bid only.

- 2.8 “Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and as referred to in Section 6.5.1 of these Specifications.
- 2.9 “Pricing Pages,” “Attachment A,” and “ATT A”** - The schedule of prices attached hereto as **Attachment A (ATT A)** and used to evaluate Solicitation responses.
- 2.10 “Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
- 2.11 “Standard Specs”** - Used throughout this solicitation means the West Virginia Department of Transportation, Department of Transportation Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.12 “WVDA”** – West Virginia Department of Agriculture. Please reference <https://agriculture.wv.gov/>.
- 2.13 “WVDOT” or “Agency”** - Interchangeable terms for the West Virginia Division of Highways and/or the West Virginia Department of Transportation.

3. General Requirements:

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

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Section 636 of the Standard Specs, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from the Technical Support Division by completing the Specification Order Form provided within the website.

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3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Herbicide Material by WVDOT; Spraying and Equipment by Vendor

3.2.1.1 Guardrail Spray Area, Herbicide Material Provided by WVDOT: Guardrail sprayed by the Vendor, between 25 and 50 gallons of solution per acre, utilizing spray boom truck or articulated spray boom truck, from the edge of the pavement to two (2) feet behind the guardrail, or to a distance determined by the District Engineer or their designee.

3.2.1.2 Median Spray Area, Herbicide Material Provided by WVDOT: Bare-ground, berms, and/or median acreage sprayed by the Vendor, between 25 and 50 gallons of solution per acre, sprayed or applied utilizing Vendor's spray boom truck or Vendors articulated spray boom truck.

3.2.1.3 Brush Control Spray Area, Herbicide Material Provided by WVDOT: Acreage sprayed by the Vendor, between 25 and 50 gallons of solution, per acre, sprayed or applied utilizing Vendor's spray boom truck or Vendor's articulated spray boom truck for brush control.

3.2.1.4 Escape Ramp and Storage Lot Spray Areas, Herbicide Material Provided by WVDOT: Acreage sprayed by the Vendor, between 25 and 50 gallons or solution, per acre, sprayed or applied utilizing Vendor's spray boom truck or Vendor's articulated spray boom truck for brush control.

3.2.1.5 Wildflower Plot Spray Area, Herbicide Material Provided by WVDOT. Acreage sprayed by the Vendor utilizing handheld or backpack style sprayer, or similar sprayer, for Wildflower Plot Spraying to spray or apply when control path spraying is needed.

3.2.2 Herbicide Material by Vendor; Spraying and Equipment by Vendor: Vendor must use the brands of materials specified within these specifications unless a proposed "equal to" product has been proposed on the "Equal To" Herbicide Information Form, ATT B, and has been approved by WVDOT for use within this contract.

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3.2.2.1 Guardrail Spray Area Options, Herbicide Material Provided by Vendor: Guardrail sprayed by the Vendor, between 25 and 50 gallons of solution per acre, utilizing spray boom truck or articulated spray boom truck from the edge of the pavement to two (2) feet behind the guardrail, or to a distance determined by the District Engineer or their designee.

Guardrail Spray Area Option A must include the following herbicide materials:

- 5 pounds Krovar or equal to
- 5 pounds Diuron or equal to
- 6 ounces Milestone or equal to
- 0.5 ounces Metcel or equal to
- 2 quarts Accord XRT II or equal to
- 1 pint Surfactant or equal to

Guardrail Spray Area Option B must include the following herbicide materials:

- 5 ounces Esplanade or equal to
- 12 ounces Method 240 SL or equal to
- 8 ounces Polaris (Imazapyr) or equal to
- 2 quarts Accord XRT II or equal to
- 1 pint Surfactant or equal to

3.2.2.2 Median Spray Area, Herbicide Material Provided by Vendor: Bare-ground, berms, and/or median acreage sprayed by the Vendor, between 25 and 50 gallons of solution per acre, sprayed or applied utilizing spray boom truck or articulated spray boom truck.

Median Spray Area must include the following herbicide materials:

- 6 ounces Milestone or equal to
- 0.5 ounces Metcel or equal to
- 2 quarts Accord XRT II or equal to
- 6 pounds Diuron or equal to
- 1 pint Surfactant or equal to

3.2.2.3 Brush Control Spray Area, Seasonal Options, Herbicide Material Provided by Vendor: Acreage sprayed by the Vendor, between 25 and 50 gallons of solution, per acre, utilizing spray

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boom truck or articulated spray boom truck for brush control.
Swath range 4' to 50'.

The seasons for Brush Control are distinguished below for general information purposes; however, the District Engineer or their designee may request a mixture be used outside of the season dates below:

- Early Season April 1st – August 1st
- Late Season August 1st – November 1st
- Winter/Dormant Season November 1st – April 1st

Brush Control Spray Area Option A must include the following herbicide materials:

- 1 quart Tordon K or equal to
- 6 quarts Garlon 3A or equal to
- 1 pint Surfactant or equal to

Brush Control Spray Area Option B must include the following herbicide materials:

- 1 quart Garlon or equal to
- 1.5 ounces Escort or equal to
- 1 quart Surfactant or equal to

Brush Control Spray Area Option C must include the following herbicide materials:

- 2 gallons Krenite or equal to
- 1 quart Surfactant or equal to
- 4 ounces Arsenal or equal to

Brush Control Spray Area Option D must include the following herbicide materials:

- 8 quarts Garlon 4 Ultra or equal to
- 4 quarts Basal Oil or equal to
- 1 quart Methylated Seed Oil (MSO) or equal to

3.2.2.4 Escape Ramp and Storage Lot Spray Areas, Herbicide Material Provided by Vendor: Acreage sprayed by the Vendor, between 25 and 50 gallons of solution, per acre, sprayed or applied

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utilizing Vendor's spray boom truck or Vendor's articulated spray boom truck for brush control.

Escape Ramp and Storage Lot Spray Area must include the following herbicide materials:

- 6 pounds Diuron or equal to
- 6 ounces Milestone or equal to
- 0.5 ounces Metcel or equal to
- 2 quarts Accord XRT II or equal to
- 1 quart Surfactant or equal to

3.2.2.5 Wildflower Plot Spray Area, Herbicide Material Provided by Vendor: Handheld or backpack style sprayer or similar sprayer, between 25 and 50 gallons of solution per acre, sprayed or applied. Swath range 4' to 150'.

Wildflower Plot Spray Area must include the following herbicide materials:

- 2 quarts Accord XRT II or equal to
- 1 pint 2,4D or equal to
- 1 quart Surfactant or equal to

3.2.3 Mobilization: Mobilization shall be paid one-way per mile to the initial WVDOT project site from the Vendor's equipment storage location. Prior to award, the Vendor must provide the most recent physical address or 911 address of the Vendor's equipment storage location at the top of the **Pricing Page, Attachment A (ATT A).**

The Vendor's equipment storage location or in the case of moving from one WVDOR District/project site to the next, shall be considered the point of mileage origin, whichever will cost less.

Delivery route mileage will be calculated by the WVDOT from the Vendor's equipment storage location to the WVDOT's job site by utilizing Google Maps. The WVDOT will determine the route to be taken due to bridge and/or road restrictions.

3.2.4 "Equal To" Items

For Contract Items which the Herbicide Materials are provided by the Vendor, identified in Section 3.2.2, the Vendor must bid the Product Trade

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Names, as requested, or bid an “equal to” product on the **“Equal To” Herbicide Information Form, Attachment B (ATT B)**.

If bidding an “equal to” item, the Vendor must provide the Product Trade Name for each item they are bidding, must provide the EPA Registration Number, and must provide the WVDA Registration Number (aka Brand ID) for each item that the Vendor is bidding on the **“Equal To” Herbicide Information Form, Attachment B (ATT B)** to be considered for award. Failure to provide all required information will result in the disqualification of the items bid.

3.2.4.1 If no “Equal To” product is listed on **“Equal To” Herbicide Information Form, Attachment B (ATT B)**, or if no **“Equal To” Herbicide Information Form Attachment B (ATT B)** is provided with the bid, the Vendor must provide the product brand and make/model listed in Section 3.2.2.

3.2.4.2 The Vendor must provide product documentation to demonstrate that the proposed equal product meets the relevant industry standards, and that the product meets or exceeds the Contract Item listed.

3.2.4.3 Additional documentation may be requested by the West Virginia Purchasing Division during the evaluation and equivalency process. If additional documentation is requested, the vendor must provide ALL requested information within five (5) business days of the request or their proposed “equal to” Contract Item **will be disqualified**. Failure to provide adequate documentation for a proposed equal product **will result in the disqualification** of the Contract Items bid.

If a sample of an “Equal to” product is requested for further evaluation, the Vendor must provide the sample within five (5) business days of the request, and the Vendor will be responsible for expenses related to the delivery of the item for evaluation.

3.2.4.4 The WVDOT, at its sole discretion, will make the final determination of whether an “equal to” product to the brand product WVDOT has named within this contract and whether a product is suitable for WVDOT use.

3.2.5 Equipment

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3.2.5.1 Trucks: A spray boom truck to be used on much of the spraying while an articulated spray boom truck will be used for treating wider rights-of-ways mainly in conjunction with median and brush control operations.

3.2.5.1.1 Spray Boom Truck: Must be a minimum 800-gallon unit and must be equipped with:

- A sprayer control system capable of automatically maintaining application rate.
- A vehicle speed sensor which is either connected to the vehicle speedometer or a radar type sensor.
- Minimum of eight (8) separate boom widths.
- Two (2) different application ratios.
- A manual setting for spot spraying.

The herbicide application unit is to be equipped with an eight (8) boom nutating spray head, using all brass or stainless-steel nozzles capable of delivering a no-streak pattern of two (2) feet to thirty-two feet in width. All booms must operate independently or simultaneously to apply the necessary spray widths as needed. The application system must have oscillating motion on booms one (1) through four (4); these nozzles must be electrically driven by a 12-volt system. The unit must provide a uniform spray pattern while providing spray drift control.

This equipment shall be mounted on a suitable flat-bed type truck. The operator/driver must possess WVDA Certified Applicator's License meeting the requirement of the State of WV. Refer to Section 3.2.6.

NOTE: Required minimum shall be two (2) spray boom trucks available at any time upon the request by the WVDOT during the life of this contract.

3.2.5.1.2 Articulated Spray Boom Truck: Must be a minimum 800-gallon unit and must be equipped with:

- A sprayer control system capable of automatically maintaining application rate.
- A vehicle speed sensor which is either connected to the vehicle speedometer or a radar type sensor.
- Minimum of ten separate boom widths.
- Two (2) different application ratios.
- A manual setting for spot spraying.

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The herbicide application unit is to be equipped with nine (9) boom nutating multiple spray head systems, using all brass or stainless-steel nozzles capable of delivering a no-streak pattern up to a minimum of fifty feet in width. All booms must operate independently or simultaneously to apply the necessary spray widths as needed. The application system must have oscillating motion on booms one (1) through four (4); these nozzles must be electrically driven by a 12-volt system. The unit must provide a uniform spray pattern while providing spray drift control.

The articulated spray boom shall be mounted in the centerline of the truck. The boom must be capable of rotating 90 degrees to the left and right of the centerline of the truck and have a minimum vertical arc of 80 degrees. The boom must have a minimum of 18 feet when fully extended and must be equipped with a Norstar spray head application system or “equal to” spray head application system. If an “equal to” spray head application system is proposed, specifications for that system must be provided to the WVDOT prior to award to evaluate equivalency.

This equipment shall be mounted on a suitable flat-bed type truck. The operator/driver must possess WVDA Certified Applicator’s License meeting the requirement of the State of WV. Refer to Section 3.2.6.

NOTE: Required minimum must be two (2) articulated spray boom trucks available at any time upon the request by the WVDOT during the life of this contract.

3.2.5.2 A handheld or backpack style sprayer or similar must be used when control path spraying of Wildflower Plots as needed.

3.2.5.3 Delivery or storage of the Vendor’s equipment or chemicals at a WVDOT facility or project site is prohibited.

3.2.5.4 The Vendor shall provide two-way communications between the spray unit and the WVDOT inspector monitoring the work, to optimize project quality.

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3.2.5.5 The Vendor shall be responsible for all fuel, repair, maintenance and insurance for the equipment, operators, and applicators.

3.2.5.6 The Vendor shall be responsible for making arrangements to obtain a clean water source outside of the WVDOT's right-of-way for mixing herbicides, at their own expense. The Vendor must verify the water quality and characteristics meet the manufacturer's recommendations for the herbicides being sprayed.

3.2.5.7 The Vendor shall be responsible for making arrangements for a suitable mixing location in compliance with all State and Federal regulations. Mixing at any WVDOT facility is strictly prohibited.

3.2.6 Qualifications

Per West Virginia Department of Agriculture (WVDA) requirements, the Vendor must hold the licenses and certifications listed below. The Vendor's must provide a copy of these licenses and certifications prior to contract award. **Failure to do so will result in the total disqualification of the Vendor's entire bid.**

- WVDA Licensed Pesticide Application Business License (LPAB)
- WVDA Certified Applicator License
- WVDA Category 7 Certification – Right of Way and Industrial Weed Control

In certain circumstances, a reciprocal agreement exists for certification holders in Maryland, Ohio, Virginia, and Pennsylvania. For more information regarding WVDA requirements, please contact the WVDA Pesticide Regulatory Programs Unit at 304-558-2209.

The Vendor must ensure that their personnel, including, but not limited to, their equipment operator and application personnel, are always following WVDA regulations and hold applicable certifications while performing work for the WVDOT. Equipment, herbicide materials, licenses and certifications are subject to inspection by the WVDA.

3.2.7 Traffic Control

Traffic Control will be provided by the WVDOT except for the work vehicles provided by the Vendor. Traffic shall be maintained in accordance with Standard Specs Section 636, as amended, and shall be in accordance with the WVDOT Temporary Traffic Control Manual for Streets and

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Highways, 2006 Edition, or latest, available at <https://transportation.wv.gov/highways/traffic/Pages/default.aspx>.

Within the Temporary Traffic Control Manual, reference can be made to Traffic Control Case A8 which applies to two lane/two-way traffic roads as well as one lane/two-way traffic roads and Traffic Control Case A15 which applies to two-way/two-lane traffic roads (expressways).

All work vehicles provided by the Vendor must be equipped with one high-intensity-bar light and a “slow moving” triangle mounted on the rear of the vehicle.

3.2.8 Performance

The WVDOT reserves the right to terminate immediately the usage of any herbicide spray system and/or personnel which do not perform to reasonable production standards. These reasonable production standards will be based on historical performance data under similar circumstances as determined by the WVDOT. The **OM-243 Form, Exhibit 1 (EXH 1)**, shall be used for WVDOT record keeping and performance tracking purposes. The OM-243 shall be completed by the WVDOT District Engineer or their designee following/reviewing spraying activity and must be signed off on by the Vendor’s Operator each day herbicide spraying has been performed.

In areas where the expected results were not attained, the WVDOT may require the Vendor to re-apply to the area. There may be a number of reasons that the herbicide may not eliminate the target vegetation, some of which may or may not be the Vendor’s fault; **however, the WVDOT will not pay labor, equipment or material expenses for herbicide re-application.**

If areas that are marked as DO NOT SPRAY are sprayed, the Vendor shall be held liable for the cost of replacement of all destroyed vegetation in the DO NOT SPRAY area.

If rain or inclement weather is forecast on the scheduled application days, it will be the Vendor’s decision whether to apply herbicides on that day. **The WVDOT recommends that no spraying be performed when threatening weather is forecast. If the Vendor makes the decision to spray and rain develops that renders the spraying ineffective, the Vendor must reapply the herbicide at their own expense, including mobilization, herbicide material, labor, and equipment.**

4. Contract Award:

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- 4.1 Contract Award:** This Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost, per District, as shown on ATT A.
- 4.2 Pricing Pages, Attachment A (“ATT A”):** Vendor must complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor must factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Vendors may bid on any or all Districts. Vendor must bid all contract items and complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor’s bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.
- 4.2.1** The Pricing Pages contain a list of Contract Items and estimated purchase volumes, per District. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 4.2.2** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: DOTProcurement@wv.gov.
- 4.2.3** Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in disqualification of the Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.
- Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of the Vendor’s bid in its entirety.
- Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.
- 4.3 “Equal To” Herbicide Information Form, Attachment B (ATT B):** Vendor must provide the completed “Equal To” Herbicide Information Form, providing the herbicide product name, and the EPA Registration number, and WVDA registration

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number (Brand ID) for each “equal to” product bid by the Vendor. The WVDA registration number (aka Brand ID) can be located at <https://wvplants.wvda.us/ProductRegFSA/BrandSearch.aspx>, searching Program – Pesticide Registrant, and the Brand Name.

Herbicide listed on the Herbicide Information Form will apply to all Districts. While pricing on the **Pricing Pages, Attachment A (ATT A)** may vary from District to District, the herbicides on the Herbicide Information Form will not vary and the same products will be used for all Districts bid.

Failure to submit “Equal To” Herbicide Information Form (ATT B) for evaluation will result in the disqualification of the Vendor’s entire bid.

- 4.4 Contract Award Transition:** Upon the award of this contract, WVDOT will announce the effective start date. Any order issued under the previous contract will remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the Vendor.

5. ORDERING, INVOICING AND PAYMENT:

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

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

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5.2.1 Lead Time: The WVDOT should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon start date on the ADO to allow Vendor to mobilize and begin work.

5.3 Invoicing: Invoices submitted to WVDOT for payment should contain the following information:

- Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
- The corresponding order's ADO number.
- The ordering Agency's delivery site
- The Contract Item description, unit price, quantity, and extended total.
- The date Contract Items were delivered or performed.

5.4 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOT's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

6.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOT ADO, the Vendor shall advise the WVDOT in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADO and any Revisions/Modifications thereto sent by WVDOT. Failure to provide the WVDOT with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOT at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

6.2 Negotiation of Dates: The WVDOT shall have the option to negotiate with the Vendor, the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOT District Engineer or their designee.**

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- 6.3 Delivery Time:** Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOT District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOT, Vendor, or general public, work shall be suspended by the WVDOT Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOT Engineer/designee. After a weather-related suspension of work, the WVDOT District Engineer or their designee shall determine and convey in writing, such ADO changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 6.1 of this Contract Solicitation.
- 6.5 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order or proceed with an Emergency Purchase from the open market.

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

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

- 6.5.1 Liquidated Damages:** If the Vendor's delivery completion or correction of deficient deliveries exceed the ADO completion due date or agreed upon timeframe, the Vendor shall agree that no extension of contract time will be granted unless liquidated damages are assessed. The WVDOT may calculate liquidated damages in the amount of \$100.00 per day per ADO, beginning five (5) calendar days after the WVDOT's latest specified ADO deliver by date.

Liquidated damages shall be applied by Vendor as an itemized invoice credit for the corresponding ADO.

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- 6.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency’s location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

- 6.7 Project Acceptance Criteria:** The WVDOT District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOT District Engineer or their designee not performed in accordance with these contract specifications or the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor’s/Contractor’s expense, will be removed and replaced by the Vendor with work being continual until the Vendor’s deficient work corrections are completed and deemed acceptable and approved by the WVDOT District Engineer or their designee. Under no circumstance shall the Vendor’s deficiency corrections exceed 20 calendar days unless otherwise declared in writing by the WVDOT District Engineer or their designee and may be subject to Liquidated Damages as per Section 6.5.1 of these Contract Specifications.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.

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7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 **Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOT of name changes or acquisition by another company during the term of the contract. The WVDOT must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**

8.4 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

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8.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Kacie Egan
Telephone Number: 903-424-2890
Fax Number: _____
Email Address: bids@opterrasolutions.com

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

West Virginia Division of Highways
 20__ District ____ Herbicide Program

Authorization #	Date:
Item Number:	Wind:
Weather Details:	% Cloud Cover % Precip. Temp. High/Low

County of work: _____

Treated Routes/Target Area (Guardrail, Brush, Wildflower plots)

Herbicide/Additive	EPA Reg#	Amount	Units

Herbicide/Additive	EPA Reg#	Amount	Units

Spray Length: _____
 Spray Width: _____

Total Acres: _____

Contractor: _____

Operator: _____ Signature/License #: _____

Traffic control:

Additional comments/Notes:

WVDOH Inspector: _____ Signature: _____

VENDOR INSTRUCTIONS:

Vendor must complete Parts I, II and III below in their entirety as failure to do so may result in the disqualification of the Vendor's entire bid. This is a multiple vendor award contract. A contract will be awarded to the low bid Vendor meeting all contract specification requirements, per District, based on the Extended Price Total. All Contract Items must be bid. Multiple Districts with the same bid prices may be bid on one Pricing Page, ATT A. Where bid prices vary from District to District, a separate Pricing Page, ATT A, should be submitted for each differing set of bid prices. **All Contract items must be bid.**

Part I: Vendor shall list their Equipment Storage Location(s) servicing the District(s) bid on this page.

Part II: Vendor must mark all Districts for which the bid prices listed below will apply.

Part III: Vendor must provide their bid prices, per unit of measure, as well as the extended price.

PART I: ADDRESS OF VENDOR'S EQUIPMENT STORAGE LOCATION(S)

Vendor Name: Opterra Solutions, Inc.
 Equipment Storage 270 Bruner Rd Lexington SC 29072
 Location(s): 488 Plank Rd Farmville VA 23901
(List all that apply)

PART II: WVDOT DISTRICTS

<input checked="" type="checkbox"/>	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
<input checked="" type="checkbox"/>	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
<input checked="" type="checkbox"/>	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
<input checked="" type="checkbox"/>	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
<input checked="" type="checkbox"/>	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
<input checked="" type="checkbox"/>	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
<input checked="" type="checkbox"/>	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
<input checked="" type="checkbox"/>	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
<input checked="" type="checkbox"/>	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
<input checked="" type="checkbox"/>	District 10: McDowell, Mercer, Raleigh and Wyoming counties

Vegetation Management with Operator - Herbicide Spraying
Pricing Page - Attachment A

Vendor Name: [Opterra Solutions, Inc.](#)

PART III: VENDORS BID PRICES FOR DISTRICTS AND EQUIPMENT STORAGE LOCATIONS INDICATED ABOVE

Item #	Contract Item Description	Estimated Qty	Unit of Measure	Unit Price	Extended Price
Spraying and Equipment by Vendor. Herbicide Material Provided by WVDOT. Section 3.2.1					
1	Guardrail Spray Area, Herbicide Material Provided by WVDOT	410	Acre	\$158.40	\$64,944.00
2	Median Spray Area, Herbicide Material Provided by WVDOT	60	Acre	\$50.00	\$3,000.00
3	Brush Control Spray Area, Herbicide Material Provided by WVDOT	280	Acre	\$50.00	\$14,000.00
4	Escape Ramp and Storage Lot Spray Areas, Herbicide Material Provided by WVDOT	5	Acre	\$150.00	\$750.00
5	Wildflower Plot Spray Area, Herbicide Material Provided by WVDOT	5	Acre	\$175.00	\$875.00
Spraying and Equipment by Vendor. Herbicide Material Provided by Vendor. Section 3.2.2					
6	Guardrail Spray Area- Option A, Herbicide Material Provided by Vendor	430	Acre	\$256.59	\$110,333.70
7	Guardrail Spray Area- Option B, Herbicide Material Provided by Vendor	320	Acre	\$220.88	\$70,681.60
8	Median Spray Area, Herbicide Material Provided by Vendor	60	Acre	\$98.14	\$5,888.40
9	Brush Control Spray Area- Option A, Herbicide Material Provided by Vendor	170	Acre	\$136.00	\$23,120.00
10	Brush Control Spray Area, Option B, Herbicide Material Provided by Vendor	160	Acre	\$115.00	\$18,400.00
11	Brush Control Spray Area, Option C, Herbicide Material Provided by Vendor	270	Acre	\$235.00	\$63,450.00
12	Brush Control Spray Area, Option D, Herbicide Material Provided by Vendor	100	Acre	\$205.00	\$20,500.00
13	Escape Ramp and Storage Lot Spray Areas, Herbicide Material Provided by Vendor	5	Acre	\$205.00	\$1,025.00
14	Wildflower Plot Spray Area, Herbicide Material Provided by Vendor	5	Acre	\$200.00	\$1,000.00
Mobilization. Section 3.2.3					
15	Mobilization - First Mile	-	Mile	\$0.15	\$0.15
16	Mobilization - Additional Mile	-	Mile	\$0.15	\$0.15
EXTENDED PRICE TOTAL					\$397,968.00

*The estimated purchase quantity for each item represents the approximate average volume of anticipated purchases only, per district. No future use of the Contract or any individual item is guaranteed or implied.

**Vegetation Management with Operator - Herbicide Spraying
Attachment B (ATT B) "Equal To" Herbicide Information Form**

VENDOR INSTRUCTIONS:

For "Equal to" products bid, Vendor must provide the Product Name, EPA number, and WVDA registration number (Brand ID) for each Contract Item listed below, corresponding with the bids on the Pricing Pages, ATT A. Vendor must also provide the Product Label for "Equal To" materials bid. The WVDA registration number (aka Brand ID) can be located at <https://wvplants.wvda.us/ProductRegFSA/BrandSearch.aspx>, searching Program – Pesticide Registrant, and the Brand Name.

Failure to provide the Product Name, EPA number, WVDA registration number, for all "Equal To" Product Labels will result in the disqualification of the entire bid.

NOTE: If Vendor bids all of the exact items on **Pricing Page Attachment A (ATT A)** as listed in section 3.2.2 of the Specifications, **Herbicide Information Form Attachment B (ATT B)**, is not required as per section 3.2.4.1 of the Specifications.

VENDOR NAME: _____

Item #	Item Description	Product Name	EPA Reg #	WVDA Reg # (Brand ID)
6	GAURDRAIL SPRAY AREA, OPTION A Solution shall include the following:			
	5 pounds Krovar or equal to			
	5 pounds Diuron or equal to			
	6 ounces Milestone or equal to			
	.5 ounces Metcel or equal to			
	2 quarts Accord XRT II or equal to 1 pint Surfactant or equal to			
7	GAURDRAIL SPRAY AREA, OPTION B Solution shall include the following:			
	5 oz Esplanade or equal to			
	12 oz Method 240 SL or equal to			
	8 oz Polaris (Imazapyr) or equal to			
	2 quart Accord XRT II or equal to 1 pint Surfactant or equal to			

Vegetation Management with Operator - Herbicide Spraying
Attachment B (ATT B) "Equal To" Herbicide Information Form

VENDOR NAME: _____

Item #	Item Description	Product Name	EPA Reg #	WVDA Reg # (Brand ID)
8	MEDIAN SPRAY AREA Solution shall include the following:			
	6 ounces Milestone or equal to			
	.5 ounces Metcel or equal to			
	2 quarts Accord XRT II or equal to			
	6 pounds Diuron or equal to			
	1 pint Surfactant or equal to			
9	BRUSH CONTROL SPRAY AREA, OPTION A Early Season (April 1 to August 1) Solution shall include the following:			
	1 quart Tordon K or equal to			
	6 quarts Garlon 3A or equal to			
	1 pint Surfactant or equal to			
10	BRUSH CONTROL SPRAY AREA, OPTION B Early Season (April 1 to August 1) Solution shall include the following:			
	1 quart Garlon or equal to			
	1.5 ounces Escort or equal to			
	1 quart Surfactant or equal to			

Vegetation Management with Operator - Herbicide Spraying
Attachment B (ATT B) "Equal To" Herbicide Information Form

VENDOR NAME: _____

Item #	Item Description	Product Name	EPA Reg #	WVDA Reg # (Brand ID)
11	BRUSH CONTROL SPRAY AREA, OPTION C Late Season (August 1 to November 1) Solution shall include the following:			
	2 gallons Krenite or equal to			
	1 quart Surfactant or equal to			
	4 ounces Arsenal or equal to			
12	BRUSH CONTROL SPRAY AREA, OPTION D Winter/Dormant Stem (November 1 to April 1) Solution shall include the following:			
	8 quarts Garlon 4 Ultra or equal			
	4 quarts Basal Oil or equal to			
	1 quart Methylated Seed Oil (MSO) or equal to			
13	ESCAPE RAMP AND STORAGE LOT SPRAY AREAS Solution shall include the following:			
	6 pounds Diuron or equal to			
	6 ounces Milestone or equal to			
	.5 ounces Metcel or equal to			
	2 quarts Accord XRT II or equal to			
14	1 quart Surfactant or equal to			
	WILDFLOWER PLOT SPRAY AREA Solution shall include the following:			
	2 quarts Accord XRT II or equal to			
	1 pint 2,4D or equal to			
	1 quart Surfactant or equal to			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 115 Central Island Street Suite 100 Charleston SC 29492	CONTACT NAME: Joy St. Martin PHONE (A/C, No, Ext): 843-972-4721 E-MAIL ADDRESS: joy_st.martin@ajg.com	FAX (A/C, No): 843-577-5062	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Opterra Solutions, Inc. fka NaturChem, Inc. 270 Bruner Rd. Lexington, SC 29072	INSURER A: National Union Fire Insurance Company of Pittsburg		19445
	INSURER B: Commerce and Industry Insurance Company		19410
	INSURER C: SiriusPoint Specialty Insurance Corporation		16820
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 98380559

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268252	6/30/2025	6/30/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489734	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 013506421	6/30/2025	6/30/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
							Prod/Co Aggregate	\$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCAOS97087458	6/30/2025	6/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution Liability \$25,000 Deductible			CPL S0002953 02	6/30/2025	6/30/2026	Each Occurrence Policy Limit	\$1,000,000 \$2,000,000

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

Additional Insured included per forms CG 20 15 12 19, CG2033 12 19 & CG2037 12 19 (GL), 87950 9-14 (Auto).
 If Bid is won, the following wording will be provided on COI: Certificate Holder, its officials, employees and volunteers are included as Additional Insureds as respects general liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to additional insured, as respects general liability & workers compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. 30 day Notice of Cancellation provided with the exception of 10 days due to nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II 6 Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.
- However:
1. The insurance afforded to such vendor only applies to the extent permitted by law; and
 2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:
1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/30/2025

forms a part of Policy No. CA448-97-34

issued to OPTERRA SOLUTIONS, INC. fka NaturChem, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/30/2025
forms a part of Policy No. CA448-97-34
issued to OPTERRA SOLUTIONS, INC. fka NATURCHEM, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:


BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01A.M. **06/ 30/ 2025** forms a part of

policy No. CA 448-97-34 issued to **OPTERRA SOLUTIONS, Inc. fka NaturChem, Inc.**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

POLICY NUMBER: GL 526-82-52
Effective: 6/30/2025

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
FERRANDINO & SON, INC. AND ITS CUSTOMERS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: GL 526-82-52
Effective: 6/30/2025

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 06/30/2025 forms a part of Policy No. WCAOS97087458

Issued to Opterra Solutions, Inc. fka NaturChem, Inc.

By National Union Fire Insurance Company of Pittsburgh PA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by

Authorized Representative

STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE

LICENSED PESTICIDE APPLICATION BUSINESS

Issued to:
Opterra Solutions, Inc.
488 Plank Road
Farmville VA 23901

Categories of Operation:
6 - Aquatic Pest Control 7 - Right-of-Way/Industrial
Weed

Qualifying Individual: **Bradley L. Clements**

License No: **1305**
Plants ID: **000B5J**
Date Issued: **12/16/2025**
Expiration Date: **12/31/2026**

Commissioner of Agriculture



SIGNATURE

NOT
TRANSFERABLE

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

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



WEST VIRGINIA DEPARTMENT OF AGRICULTURE
Pesticide Regulatory Programs
1900 Kanawha Blvd. East
Charleston, WV 25305-0190

This document will serve as your West Virginia pesticide certification. Please print to carry with you or save on any electronic device. If you have any questions, please call our office at 304-558-2209 or visit the website: <https://wvplants.wvda.us> .

Visit <https://wvplants.wvda.us> for pesticide exam and recertification meeting locations and to review your business information. (Your Plants ID: ØØ1VP1 and your Pin: 40573).

FOR USE ONLY IN CATEGORIES LISTED
 WEST VIRGINIA CERTIFICATION

7

C07863

Expires: 12/31/2026
 Commercial Pesticide Applicator
Robert Palmer
 Opterra Solutions, Inc.
 488 Plank Road
 Farmville VA 23901

C07863

Robert Palmer

Continuing Education Credit Information	Credits Acquired	Credits Required	Credits Needed	
7-Right-of-Way/Industrial Weed	0	20	20	Due 12/31/2026



**NOT
TRANSFERABLE**

AUTHORIZED REPRESENTATIVE



WEST VIRGINIA DEPARTMENT OF AGRICULTURE
Pesticide Regulatory Programs
1900 Kanawha Blvd. East
Charleston, WV 25305-0190

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7-Right-of-Way/Industrial Weed	0	20	20	Due 12/31/2026



**NOT
 TRANSFERABLE**

AUTHORIZED REPRESENTATIVE

**Vegetation Management with Operator - Herbicide Spraying
Pricing Page - Attachment A**

VENDOR INSTRUCTIONS:

Vendor must complete Parts I, II and III below in their entirety as failure to do so may result in the disqualification of the Vendor's entire bid. This is a multiple vendor award contract. A contract will be awarded to the low bid Vendor meeting all contract specification requirements, per District, based on the Extended Price Total. All Contract Items must be bid. Multiple Districts with the same bid prices may be bid on one Pricing Page, ATT A. Where bid prices vary from District to District, a separate Pricing Page, ATT A, should be submitted for each differing set of bid prices. **All Contract Items must be bid.**

Part I: Vendor shall list their Equipment Storage Location(s) servicing the District(s) bid on this page.

Part II: Vendor must mark all Districts for which the bid prices listed below will apply.

Part III: Vendor must provide their bid prices, per unit of measure, as well as the extended price.

PART I: ADDRESS OF VENDOR'S EQUIPMENT STORAGE LOCATION(S)

Vendor Name: _____ Opterra Solutions, Inc. _____
Equipment Storage Location(s): 270 Bruner Rd Lexington SC 29072 _____
(List all that apply) 488 Plank Rd Farmville VA 23901 _____

PART II: WVDOT DISTRICTS

- District 1:** Boone, Clay, Kanawha, Mason and Putnam counties
- District 2:** Cabell, Lincoln, Logan, Mingo and Wayne counties
- District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4:** Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5:** Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
- District 6:** Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8:** Pendleton, Pocahontas, Randolph and Tucker counties
- District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10:** McDowell, Mercer, Raleigh and Wyoming counties

**Vegetation Management with Operator - Herbicide Spraying
Pricing Page - Attachment A**

Vendor Name: Opterra Solutions, Inc.

PART III: VENDORS BID PRICES FOR DISTRICTS AND EQUIPMENT STORAGE LOCATIONS INDICATED ABOVE

Item #	Contract Item Description	Estimated Qty	Unit of Measure	Unit Price	Extended Price
Spraying and Equipment by Vendor. Herbicide Material Provided by WVDOT. Section 3.2.1					
1	Guardrail Spray Area, Herbicide Material Provided by WVDOT	410	Acre	\$158.40	64944.00
2	Median Spray Area, Herbicide Material Provided by WVDOT	60	Acre	\$50.00	3000.00
3	Brush Control Spray Area, Herbicide Material Provided by WVDOT	280	Acre	\$50.00	14000.00
4	Escape Ramp and Storage Lot Spray Areas, Herbicide Material Provided by WVDOT	5	Acre	\$150.00	750.00
5	Wildflower Plot Spray Area, Herbicide Material Provided by WVDOT	5	Acre	\$175.00	875.00
Spraying and Equipment by Vendor. Herbicide Material Provided by Vendor. Section 3.2.2					
6	Guardrail Spray Area- Option A, Herbicide Material Provided by Vendor	430	Acre	\$256.59	110333.70
7	Guardrail Spray Area- Option B, Herbicide Material Provided by Vendor	320	Acre	\$220.88	70681.60
8	Median Spray Area, Herbicide Material Provided by Vendor	60	Acre	\$98.14	5888.40
9	Brush Control Spray Area- Option A, Herbicide Material Provided by Vendor	170	Acre	\$136.00	23120.00
10	Brush Control Spray Area, Option B, Herbicide Material Provided by Vendor	160	Acre	\$115.00	18400.00
11	Brush Control Spray Area, Option C, Herbicide Material Provided by Vendor	270	Acre	\$235.00	63450.00
12	Brush Control Spray Area, Option D, Herbicide Material Provided by Vendor	100	Acre	\$205.00	20500.00
13	Escape Ramp and Storage Lot Spray Areas, Herbicide Material Provided by Vendor	5	Acre	\$205.00	1025.00
14	Wildflower Plot Spray Area, Herbicide Material Provided by Vendor	5	Acre	\$200.00	1000.00
Mobilization. Section 3.2.3					
15	Mobilization - First Mile	-	Mile	\$0.15	0.15
16	Mobilization - Additional Mile	-	Mile	\$0.15	0.15
EXTENDED PRICE TOTAL					397968.00

*The estimated purchase quantity for each item represents the approximate average volume of anticipated purchases only, per district. No future use of the Contract or any individual item is guaranteed or implied.