

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600423

PRINT DATE: 04/09/21

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ASPLUNDH TREE EXPERT CO
ASPLUNDH RAILROAD DIVISION
708 BLAIR MILL RD
WILLOW GROVE, PA 19090
(215)784-4285

REFER QUESTIONS TO:

MATTHEW SMITH
(410)767-3039
MATTHEW.SMITH2@MARYLAND.GOV

ITB: 001IT821234

EXPR DATE: 05/21/24
POST DATE: 04/09/21

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

INDEFINITE DELIVERY INDEFINITE QUANTITY
STATEWIDE CONTRACT FOR
HERBICIDES - LIQUID & DRY

CONTRACT TERM: THIS CONTRACT IS FOR A THREE (3) YEAR PERIOD BEGINNING MAY 22, 2021 THROUGH MAY 21, 2024 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS UPON WRITTEN CONSENT OF THE VENDOR AND THE DEPARTMENT OF GENERAL SERVICES (DGS.)

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

IF THE STATE OF MARYLAND OR OTHER REGULATORY BODY REQUIRES A LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

LICENSE NUMBER

DATE OF EXPIRATION

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY

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TERMS (cont'd):

BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

MDOT'S MBE CERTIFICATION NUMBER

VENDOR NAME: ASPLUNDH TREE EXPERT DBA ARBORCHEM
VENDOR CONTACT: TODD HAGENBUCH
VENDOR EMAIL: THAGENBUCH@ARBORCHEM.COM
VENDOR PHONE: 570-401-7098

SCOPE OF CONTRACT: INDEFINITE DELIVERY INDEFINITE QUANTITY FOR THE SUPPLY OF HERBICIDES, LIQUID & DRY, FOR THE STATE OF MARYLAND AND USING AUTHORITIES.

CONTRACT REQUIREMENTS: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE ORDERING AGENCY AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. RELEASE SHALL BE MADE AS REQUESTED BY THE ORDERING AGENCY ON AN "AS-NEEDED" BASIS.

IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO VERIFY THE ORDERING AGENCY IS AUTHORIZED TO PURCHASE FOR THE STATE OF MARYLAND FROM THIS CONTRACT.

DELIVERY AND ACCPETANCE: DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLCITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORSEEABLE CAUSES BEYOND THE VENDOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB TO THE POINT OR POINTS SPECIFIED IN THE BID OR PROPOSAL.

PRICE ESCALATION: FOR EACH OPTION YEAR THE VENDOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN EIGHT (8) WEEKS OF THE ANNIVERSARY DATE OF TEH CONTRACT.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION AS DETERMINED BY THE APPROPRIATE PRICE INDEX FOR THE COMMODITY AT THE MOST RECENT FINAL INDEX AVAILABLE AT THE TIME OF THE REQUEST. ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME.

ONCE A PRICE INCREASE HAS BEEN APPROVED NO FUTHER INCREASES SHALL BE

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TERMS (cont'd):

CONSIDERED FOR TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED ON THE FINAL INDEX VALUE USED ON THE PRECEDING ADJUSTMENT AND THE MOST RECENT FINAL INDEX VALUE AVAILABLE ON THE PREVIOUSLY USED PRICE INDEX WEBSITE AT THE TIME OF THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE VENDOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE VENDOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE ANY ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

THE PRICE ADJUSTMENTS FOR THE RENEWLS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE VENDOR(S). ALTHOUGH EACH WILL BE CARRIED OUT INDEPENDENTLY, THE NEGOTITATION PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL VENDOR'S CONTRACTS. UPON RENEWAL, THE EXIIITING CONTRACT TERMS AND CONDITIONS WILL APPLY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

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TERMS (cont'd):

- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE ; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
- (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.
- (E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

- A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
- B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS. STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.
- C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO,

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A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER:

THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CROP PRODUCTION SERVICES SHALL SUBMIT AN AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN

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TERMS (cont'd):

\$200,000.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE. UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

MARYLAND LAW PREVAILS: THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS & CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AD ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION 001IT821198 / BPM022556 INCORPORATED HEREIN BY REFERENCE.

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0001	67590	QT	29.5000	
WEED KILLERS (HERBICIDES), LIQUID DEPOSITION AID AND DRIFT RETARDANT POLYVINYL POLYMER/POLYACRILAMIDE, 35.25%; 1 QUART				
0002	67590	GL	36.0000	
WEED KILLERS (HERBICIDES), LIQUID DEFOAMING AGENT, DIMETHYL SILICONE FLUID EMULSION, 10%; 1 GALLON				
0003	67590	GL	116.2500	
WEED KILLERS (HERBICIDES), LIQUID TRINEXAPAC-ETHYL, 11.3%; LABELLED FOR RIGHT OF WAY USE; 1 GALLONS				
0004	67590	GL	34.9500	
WEED KILLERS (HERBICIDES), LIQUID GLYPHOSATE, 41.0%; LABELLED FOR RIGHT OF WAY USE; 2.5 GALLONS				
0005	67590	GL	44.3800	
WEED KILLERS (HERBICIDES), LIQUID GLYPHOSATE, 5.4 POUNDS; AL ISOPROPYLAMINE SALT, 53.8%; LABELLED FOR RIGHT OF WAY USE; 2.5 GALLONS				
0006	67590	GL	142.1300	
WEED KILLERS (HERBICIDES), LIQUID GLUFOSINATE AMMONIUM, 24.5%, LABELLED FOR RIGHT OF WAY USE OR FOR NON-CROP USE; 2.5 GALLONS				

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0007	67590	OZ	108.0000		
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WEED KILLERS (HERBICIDES), LIQUID
ISOXABEN, 75%, DRY FLOWABLE, LABELLED FOR RIGHT OF WAY USE; 16 OUNCES

0008	67590	GL	163.1300		
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WEED KILLERS (HERBICIDES), LIQUID
PENDIMETHALIN, 38.7%, IN AWAUTIC SOLUTION LABELLED FOR RIGHT OF WAY
USE; 2.5 GALLONS

0009	67590	GL	89.8800		
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WEED KILLERS (HERBICIDES), LIQUID
DITHIOPYR, 24%, 2 LB. ACTIVE INGREDIENT PER GALLON, LABELLED FOR
RIGHT OF WAY USE; 0.5 GALLON

0010	67590	GL	449.3800		
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WEED KILLERS (HERBICIDES), LIQUID
DITHIOPYR, 24%, 2 LB. ACTIVE INGREDIENT PER GALLON, LABELLED FOR
RIGHT OF WAY USE; 2.5 GALLONS

0011	67590	GL	27.3800		
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WEED KILLERS (HERBICIDES), LIQUID
DIMETHYLAMINE SALT OF 2 4-DICHLORPHENOXYACETIC ACID, 47.2%, LABELLED
FOR RIGHT OF WAY USE; 2.5 GALLONS

0012	67590	GL	263.6300		
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WEED KILLERS (HERBICIDES), LIQUID
AMMONIUM SALT OF FOSAMINE, 41.5%, LABELLED FOR RIGHT OF WAY USE; 2.5
GALLONS

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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0013	67590	GL	138.8800		
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WEED KILLERS (HERBICIDES), LIQUID
C.TRICLOYR BUTOXYETHYL ESTER 13.6%, VEGETABLE OIL% ABD BLUE/GREEN DYE
0.05% TREATED WITH A BARRIER AND FLUORINATED TO LEVEL 3 FOR BASAL
STEM/CUT STUMP (BCST) TREATMENT LABELLED FOR RIGHT OF WAY USE; 2.5
GALLONS

0014	67590	GL	169.7300		
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WEED KILLERS (HERBICIDES), LIQUID
TRICLOPYR BUTOXETHYL ESTER, 60-62%, 4 LBS. AE PER GALLON, LABELLED
FOR RIGHT OF WAY USE USE; 2.5 GALLONS

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE